

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this 30th day of **April, 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **Nutone Construction** (the "Contractor"), whose office is located at **4526 W. Hacienda Ave., Las Vegas, Nevada 89118**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **8416 Cinnamon Hill Avenue, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **60** business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Forty-three Thousand Eight Hundred Fourteen And 00/100 Dollars (\$43,814.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department, 2nd Floor, City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contractor is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

To the Contractor: Nutone Construction
4526 W. Hacienda Ave.
Las Vegas, NV 89118

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

CONTRACTOR:

By: Carolyn G. Goodman
Carolyn G. Goodman, Mayor Date

By: [Signature] 5/1/12
Representative

ATTEST:

Beverly K. Bridges 5/1/12
Beverly K. Bridges, MMC Date
City Clerk

Contractor Information:

Project Manager: **Paul Ambroziak**
Address: 4526 W. Hacienda Ave.
Las Vegas, NV 89118

Phone:
NV Contractor License Number: **62214**

Approved as to form:

Robert S. Sylvain 4-30-12
Robert S. Sylvain, Date
Deputy City Attorney

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID INSTRUCTIONS

Attached is the bid information for the housing rehabilitation project located at **8416 Cinnamon Hill Avenue, Las Vegas, NV 89129**. The bid walkthrough is scheduled for **2:00 P.M.** on **4/19/12**. Bids are due no later than **2:00 P.M.** on **4/24/12**. It is imperative that costs be placed on each line item including all addenda, and that all addendum items be included in the total bid amount. Each line item shall be rounded up or down to the nearest dollar amount. Bids must be hand delivered or mailed to: City of Las Vegas Economic and Urban Development Department, 495 S. Main Street, 6th Floor, Las Vegas, NV 89101. All bids shall be submitted in a sealed envelope. **FAXED, SCANNED OR E-MAILED BIDS WILL NOT BE ACCEPTED**. Contractors must attend the bid walkthrough to be eligible to submit a bid. If any required documentation that is lacking in your contractor's file at the time of bid submittal, your bid will not be considered as responsive. The bidder shall provide cost and pricing as requested on the Bid Request. Failure to submit a bid for any line item shall result in the bid being deemed non-responsive. The form must be completed in ink or typewritten and any corrections must be initialed by the Bidder's authorized representative prior to submission to the city of Las Vegas. The city of Las Vegas reserves the right to correctly compute all bids, make corrections for mathematical errors, and presented the bids on a bid correction sheet which outlines all corrections made by the city for the Bid. If there exists a conflict between the line item price and the total bid, the amount more beneficial to the city of Las Vegas will control unless the city of Las Vegas elects to proceed with the higher amount, and utilizing the higher amount does not displace the Bidder as the lowest responsible bidder Please contact me at **702-303-1642** with any questions you may have regarding this project.

Thank you,
Sarah Branson
Housing Rehab Specialist

Exhibit "A"
City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 4/24/12

DATE BIDS RELEASED 4/17/12

Project City of Las Vegas
8416 Cinnamon Hill Avenue
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Forty Three Thousand, Eight Hundred Fourteen Dollars: (\$ 43,814)

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) compliance.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: NOTONE CONSTRUCTION
Address: 4520 W. HACIENDA AVE
City, St, Zip: LAS VEGAS, NV 89118
Phone: 702-876-9600
State Contractors License Number: 62214 Exp Date: 3/31/13

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 4/23/12

Exhibit "A"

Electrical

16. Electrical

Ensure that all outlet, switches and fixtures are properly wired and working properly.

Quantity: 1.00 EA

\$ 150

Electrical Subtotal \$ 150

Exhibit "A"

03 Exterior Wall Covering

12. 03.02 Repair Stucco
Patch all holes in stucco to match exterior texture. Finish patch shall be ready for painting.

Quantity: 30.00 EA

\$ 4/25

Exterior Wall Covering Subtotal \$ 425

Exhibit "A"

04 Paint

17. 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: ²¹³⁸
~~3,000.00~~ SF \$ 2351
Paint Subtotal \$ 2351

07 Mechanical

19. 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 with new Manual J and Manual S 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 utilize 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type, size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure leakage is within 5% of the square footage area of the unconditioned space. Included is a new programmable thermostat. Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER.

Quantity: 4.00 TON

\$ 10,548Mechanical Subtotal \$ 10,548

Exhibit "A"

08 Plumbing

21. 08.14 Garbage Disposal - R/R
Furnish and install new 1/2 h.p. garbage disposal. Provide electrical outlet and switch, as necessary. All electrical connections to meet 2008 National Electric Code. PROVIDE WARRANTY TO HOMEOWNER.
Quantity: 1.00 EA \$ 165
20. 08.26 Water Shut-Off Valve
Provide 3/4" bronze ball shutoff valve between meter and house, preferably within 24" of structure and above grade. Replace existing in garage. Finish with appropriate box and trim.
Quantity: 1.00 EA \$ 195
28. 08.27 Hose Bibb R/R
Furnish and install 3/4" hose bib, and anti-siphon vacuum breakers, and properly fasten securely to structure at specified location. Seal wall penetration with expanding foam to prevent air infiltration.
Quantity: 2.00 EA \$ ADD
27. 08.47 Smitty Pan
Provide smitty pan to replace damaged or missing smitty pan under washing machine on upper story laundry area. Include drain line to an approved overflow location.
Quantity: 1.00 1 \$ ADD
29. 08.71 Replace Aerators
Replace missing or deteriorated aerators on sinks and bathtubs.
Quantity: 3.00 EA \$ 30
- Plumbing Subtotal \$ 390

Exhibit "A"

09 Electrical

32. 09.02 GFCI Receptacles/Bubble Cover
Exterior outlets shall be GFCI's and have a bubble cover. Ensure proper operation of existing outlets.

Quantity: 2.00 EA \$ 80

23. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2009 IRC R313 and 2009 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. **Permit Required.**
Ensure all smoke detectors work.

Quantity: 5.00 EA \$ 250

15. 09.14 Label Circuit Breakers
Identify and label all circuit breakers on the electric service.

Quantity: 1.00 EA \$ 75

24. 09.51 Carbon Monoxide Detector
Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.

Quantity: 1.00 EA \$ 150

Electrical Subtotal \$ 555

Exhibit "A"

11 Doors

31. 11.38 Bi-Pass Door Floor Guides
Provide and install new plastic guides for the bi-pass doors in the specified location.

Quantity: 2.00 EA \$ 10

26. 11.41 R/R Slider
Remove damaged door and frame and replace with equal, including all appropriate hardware and screens.
Remove and replace existing slider with a standard size slider door. Repair all drywall and stucco.

Quantity: 1.00 EA \$ 1250

Doors Subtotal \$ 1260

Exhibit "A"

14 Ceramic Tile

14. 14.05 Clean Ceramic Tile
Clean the ceramic tile and grout in the specified location. Vinegar and water or muriatic acid diluted with water shall be used as the cleaning solution. All tiled areas throughout house.

Quantity: 100.00 SF \$ 350

Ceramic Tile Subtotal \$ 350

Exhibit "A"

15 Cabinets

5. 15.01 Remove Kitchen Cabinets

Remove kitchen lower cabinets and repair any damaged drywall. Repair any water leaks and all damaged area under the sink. To include any mold removal (not currently present) and remediation.

Quantity: 10.00 LS \$ 250

6. 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: 30.00 LF \$ 600

7. 15.05 Repair Cabinets

Repair all broken drawers, guides, door, hinges, and handles to match existing as closely as possible.

Quantity: 6.00 EA \$ 90

Cabinets Subtotal \$ 940

16 Appliances

1. 16.01 Install Range
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.

Quantity: 1.00 EA \$ 595

2. 16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.

Quantity: 1.00 EA \$ 150

3. 16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.

Quantity: 1.00 EA \$ ADD

4. 16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowatt-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.

Quantity: 1.00 EA \$ 450

Appliances Subtotal \$ 1195

17 Flooring

13. 17.18 Install Luxury Vinyl Tile Flooring -NSP Scattered Site
Provide and install new luxury vinyl tile flooring with pad and vapor barrier in specified location(s).
Samples will be available to preview at job-walk. Color and texture will be Jatoba Cherry.

PRODUCT SPECIFICATIONS

Wearlayer:	Urethane
Nominal Thickness:	.0802 (2mm)
Gloss:	Matte Satin
Edge Treatment:	Rolled
Size:	3" X 36" 6" X 36"
Square Feet per Carton:	27
Weight per Carton (Lbs.):	20
Cartons per Pallet:	100
ASTM F-970 Static Load Limit:	250 lbs/in2
ASTM E-648 Flooring Radiant Panel:	Class 1
ASTM E-662 Smoke Density	<450
ASTM D-2047 Slip Resistance:	>.50

INSTALLATION

Use: Residential
Location: Below, on and above grade concrete, above grade plywood and approved existing floors.
Adhesive: Tarkett 400 (wet set) over plywood, concrete.
Tarkett 850 over approved existing floors.
Trowel Notch: 1/16" (1.6mm) deep X 1/16" (1.6 mm) wide X 1/16" X 1/16" (1.6mm) apart.
Maintain room temperature, flooring and adhesive at 70-75° F for 48 hrs. before , during and after installation.
Use only hydraulic (portland) cement based patching and leveling compounds.
Use a high quality embossing leveler when installing over approved existing flooring.
Roll flooring in both directions with a 75-100 lb. (34-45 kg.) sectional floor roller.
Do not wash floor for 48 hours after installation.
Do not replace frequently moved furniture or allow heavy traffic for at least 24 hours.
Never slide heavy furniture or appliance across the floor. Place plywood on the floor and move the object across the plywood.

WARRANTY

15 Year Extreme Performance

Removal of existing flooring is included.

Quantity: 600.00 SF

\$ 2300

Flooring Subtotal \$ 2300

Exhibit "A"

19 Clean Up/Permits

- | | | | | |
|-----|-------|--|------------------------------|---------------|
| 8. | 19.01 | Permits/Plans
Contractor is responsible in providing all permits/plans required by the City of Las Vegas Building and Safety Department. Contractor shall provide all plans as required. | Quantity: 1.00 LS | \$ <u>650</u> |
| 9. | 19.02 | Fumigate Premises
Contractor shall have house interior "bombed" and exterior treated to eliminate insect infestation. This work shall be performed by a licensed and bonded pest control service. Contractor is responsible to clean-up and properly dispose of the dead insects after the structure has been treated. LICENSING SHALL BE PROVIDED TO THE CITY OF LAS VEGAS REPRESENTATIVE. | Quantity: 1.00 EA | \$ <u>350</u> |
| 10. | 19.04 | Clean Up Stains on Concrete/exterior of dwelling
Remove oil stains from concrete, and/or remove bird droppings from concrete and exterior of dwelling. Primarily in the garage. | Quantity: 2.00 EA | \$ <u>450</u> |
| 11. | 19.05 | Pigeon Removal
Clean-up bird droppings and eliminate pigeon roosting. | Quantity: 1.00 LS | \$ <u>350</u> |
| | | | Clean Up/Permits Subtotal \$ | <u>1800</u> |

25 General Specifications

30. 25.09 General House Cleaning
Clean the entire house by mopping all vinyl and tile floors to remove all dirt and stains; Vacuum up all parts of the house, including the garage; Cleaning all tile surfaces and grout to remove dirt and stains; Removing all marks on the walls and ceilings; Removing all stains from the kitchen and bathroom sinks, bathroom shower pans and bath tubs; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; Clean out and wipe down all drawers and shelves in closets, kitchen cabinet drawers, laundry room and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities; Clean all windows, inside and out; Thoroughly clean all appliances, inside and out; Remove all water spots from bathroom and kitchens; Remove any mold or debris and caulk joints; Re-caulk any grout vinyl areas and tub/shower areas. Clean outside patio areas. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 EA \$ 250

Subtotal \$ 250

Exhibit "A"

N0	Paint
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18. N04.02.1 Interior Paint (HAP2/Scattered Sites)

7 Paint interior walls with satin **Polished Ivory**, ceilings with flat **Polar Bear**, doors and base with semi-gloss **Polar Bear** 10-year quality low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

Quantity: ~~2,900.00 SF~~
1649

\$ 2226

25. N09.37 Electric Outlet Gaskets

Provide and install rubber gaskets behind the cover plates on all electric duplex receptacles and switches that are located on the interior of all perimeter walls of the structure.

Quantity: 25.00 EA

\$ ADD

Electrical Subtotal \$ 2226

N2 Landscaping

33. N21.05 Desert Adapted Drought Tolerant Plants (HAP1) (HAP2) (Scattered Sites)
 Remove dead grass and debris from front yard to a depth of 6" or 12" if the grass is Bermuda. Regrade with imported fill to grade level. Spray with emergent herbicide (such as Surflan). Install a fabric weed barrier. Cover surface with a minimum of 2" of crushed rock (3/4") in color choice - gold, red, pink, tan, etc. **Use existing rock and mix with new rock. Color of new rock to match existing colors.**
 Spray another 2 coatings of herbicide on the finished landscaping. Place two (2) - 2' x 2' x3' - approximate size accent boulders to finish landscaping. Provide and install a drip irrigation system, complete with timing clock, to the plants if an irrigation system does not exist. Cap off and abandon all unused drip lines. Abandon the existing anti-syphon valve and install a new pressure vacuum breaker and pressure regulator filter. All activity to conform with Nevada Revised Statutes (NRS) 116.330. **Leave as many of existing plants as possible.**

Quantity: 1.00 EA

\$ ADD

34. N21.06 Backyard Landscaping (Scattered Sites)
 Remove all trash, debris, overgrown and dead vegetation. Fill all holes and grade to a level finish ensuring drainage runs away from the house.

Quantity: 1.00 EA

\$ ADDLandscaping Subtotal \$ 0

City of Las Vegas
Economic and Urban Development 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

_City of Las Vegas
8416 Cinnamon Hill Avenue
Las Vegas, NV 89129
File No.:
Release Date: April 17, 2012

Item Addendum

- 3** Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.
Size 21.5 to 23 cu. ft. \$ 1150
- 22** 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 0.3 and a SHGC (solar heat gain coefficient) of 0.3. 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 with low VOC caulk and trim out as necessary. At least one window opening 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.
Obscured windows in all bathroom. \$ 8925
- 25** Electric Outlet Gaskets
Provide and install rubber gaskets behind the cover plates on all electric duplex receptacles and switches that are located on the interior of all perimeter walls of the structure.
13 total \$ 78
- 27** Smitty Pan
Provide smitty pan to replace damaged or missing smitty pan under washing machine on upper story laundry area. Include drain line to an approved overflow location.
Include repairing floor area to insure proper drainage. \$ 250
- 28** Hose Bibb R/R
Furnish and install 3/4" hose bib, and anti-siphon vacuum breakers, and properly fasten securely to structure at specified location. Seal wall penetration with expanding foam to prevent air infiltration.
1/2" not 3/4" \$ 120

- 33 Desert Adapted Drought Tolerant Plants (HAP1) (HAP2) (Scattered Sites)**
Remove dead grass and debris from front yard to a depth of 6" or 12" if the grass is Bermuda. Regrade with imported fill to grade level. Spray with emergent herbicide (such as Surflan). Install a fabric weed barrier. Cover surface with a minimum of 2" of crushed rock (3/4") in color choice - gold, red, pink, tan, etc. **Use existing rock and mix with new rock. Color of new rock to match existing colors.** Spray another 2 coatings of herbicide on the finished landscaping. Place two (2) - 2' x 2' x3' - approximate size accent boulders to finish landscaping. Provide and install a drip irrigation system, complete with timing clock, to the plants if an irrigation system does not exist. Cap off and abandon all unused drip lines. Abandon the existing anti-syphon valve and install a new pressure vacuum breaker and pressure regulator filter. All activity to conform with Nevada Revised Statutes (NRS) 116.330. **Leave as many of existing plants as possible.**

\$ 495**Install new rock. May reuse existing rock on sides of home.**

- 34 Backyard Landscaping (Scattered Sites)**
Remove all trash, debris, overgrown and dead vegetation. Fill all holes and grade to a level finish ensuring drainage runs away from the house.

\$ 550**Include saw cutting approx. 8" of concrete to remove bracket and a complete finish against concrete, rock or dirt.**

- 35 Install Carpet & Pad**
Furnish and install new carpet and pad. Both carpet and pad shall meet FHA requirements, per HUD/FHA UM-44d, which shall be stamped on the materials. Pad shall be a Bonded Urethane. 0.47 thick, with a 1959 density rating. Carpet shall have a "Face Weight" of 48 oz., be 100% polyester with a seven (7) year wear and texture retention warranty. Carpet must also have "Scotchguard" stain release, or equivalent stain protection. Proof of carpet specification shall be provided to the City of Las Vegas representative prior to installation. Pad shall be glued, new tack strip shall be installed, and carpet shall be installed with a minimum number of seams. If contractor installs carpet and/or pad not specified, the City of Las Vegas representative shall be provided with proof of FHA certification. Removal of existing flooring is included. **Color is Latte.**

\$ 396**ADDED TO BID**

- 36 Caulking**
Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers.

\$ 120**ADDED TO BID**

- 37 Weatherstripping**
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.

\$ 60**ADDED TO BID**

- 38 Recoat Bathtub**
Have existing bathtub re-coated by a licensed re-coating company. Provide ONE YEAR WARRANTY. **Up stairs hall bath**

\$ 450**ADDED TO BID**

- 39 Medicine Cabinet R/R**
Furnish and install mirrored medicine cabinet, 14"x24" or to fit existing opening.

\$ 90**ADDED TO BID**

- 40 Coach Lighting (4)**
Install ENERGY STAR rated coach lighting fixture with ENERGY STAR rated compact florescent bulb in specified locations. Match existing lighting style.

\$ 200**ADDED TO BID**

- 41 Install Ceiling Fan w/light kit (4)**
Furnish and install a new five blade ceiling fan w/light kit. Provide blocking as necessary to secure fan to ceiling. Ensure fan is balanced for proper operation.

\$ 500**ADDED TO BID**

- 42 Interior Light R/R (6)
Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.
ADDED TO BID-Flush mount lights \$ 300
- 43 Interior Light R/R (3)
Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative. **Hanging lights in dinning areas and front entry.**
ADDED TO BID \$ 180
- 44 Bathroom Mirror
Replace missing, damaged or broken mirror over lav sink or bathroom countertop
ADDED TO BID \$ 150
- 45 Toilet Paper Holder (3)
Provide and install a new toilet paper holder to match the existing style in the house.
ADDED TO BID \$ 60
- 46 Paint Gate
ADDED TO BID \$ 100
- 47 Horizontal Faux Wood Blinds (13)
Provide and install new white or off white 2" select faux wood horizontal blinds on the specified window location(s). Remove extra slats and trim strings to fit windows.
ADDED TO BID \$ 1300
- 48 Vertical Window Blinds
Provide and install white or beige 3-1/2" premium smooth vinyl vertical blinds on the sliding glass door at the specified location.
ADDED TO BID \$ 125
- 49 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**
ADDED TO BID \$ 1250
- 50 Bar Light
Replace bar light in upstairs hall bathroom.
ADDED TO BID \$ 50

Item Addendum

51 Toilet R/R (3)

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. Caulk around base of toilet complete. Provide new braided stainless flex supply line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.

ADDED TO BID

\$ 600

52 Gas Line

Investigate gas line in garage.

ADDED TO BID

\$ 125

53 R/R Garage Door

Remove and properly dispose existing door and all hardware. Furnish and install a new sectional, raised panel design, 25 gauge steel door of the same style as existing, complete with laser safety devices and opener. Contractor is responsible for any modifications to the existing opening as for a proper fit of the new door. Include remotes. 4 OPENER

ADDED TO BID

\$ 1200

54 Bathroom Sink (2)

R/R the existing bathroom sink with a new sink of the same shape and color. Properly attach to vanity/counter using a trim ring, caulking, and clamps if required. Master bath.

ADDED TO BID

\$ 250

Total Cost of Addendum Items

\$ 19,074

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

Sarah Branson

Housing Rehabilitation Specialist

April 23, 2012

Date

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this **8th** day of **May, 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **Metropolitan Homes** (the "Contractor"), whose office is located at **4525 Sandhill Rd. Suite 101, Las Vegas, Nevada 89121**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **3705 TwinBreeze St, Las Vegas, NV 89128** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **90** business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Thirty-one Thousand Seven Hundred Thirty-eight And 00/100 Dollars (\$31,738.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Second Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: Metropolitan Homes
4525 Sandhill Rd. Suite 101
Las Vegas, NV 89121

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

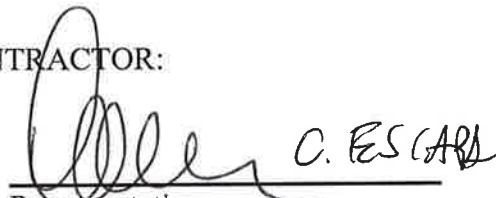
CITY OF LAS VEGAS

By:


Carolyn G. Goodman, Mayor Date

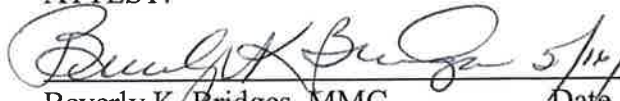
CONTRACTOR:

By:


Representative

Contractor Information:

ATTEST:


Beverly K. Bridges, MMC Date
City Clerk

Project Manager: **Carlos Escapa**
Address: 4525 Sandhill Rd. Suite 101
Las Vegas, NV 89121

Phone:
NV CONTRACTOR License Number:
0058677

Approved as to form:


Robert S. Sylva, Date
Deputy City Attorney

Exhibit "A"

City of Las Vegas

Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE

5/7/12
4/25/12

DATE BIDS RELEASED

4/30/12
4/17/12

Project

City of Las Vegas
3705 TwinBreeze St
Las Vegas, NV 89128
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Thirty one thousand, seven hundred and thirty eight Dollars: (\$ 31,738⁰⁰)

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) compliance.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name:

METROPOLITAN HOMES

Address:

4525 S. SANDHILL RD #101

City, St, Zip:

LAS VEGAS NV 89121

Phone:

702 340 4555

State Contractors License Number:

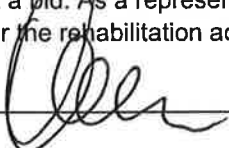
0058677

Exp Date:

12/31/2013

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



Date

5/7/12

03. Exterior Wall Covering

2. 03.02 Repair Stucco
Patch all holes in stucco to match exterior texture. Finish patch shall be ready for painting.

Repair stucco where damaged, deteriorated or missing. Repaint to match existing.

Quantity: 20.00 EA

\$ 480

Exterior Wall Covering Subtotal \$ 480

Exhibit "A"

04. Paint

3. 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.

Touch up paint where faded, peeling or missing.

Quantity: 300.00 SF

\$ 600

4. 04.02 Interior Paint

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

Paint entire dwelling. Paint to be Polished Ivory (sample at Lowe's or Home Depot). Kitchen, laundry and bathrooms to be semi-gloss; ceilings flat white (Polar Bear); all trim and doors to be semi-gloss Polar Bear; remainder of walls to be satin finish.

Quantity: 1,800.00 SF

\$ 3800

5. 04.15 Paint Wrought Iron

Thoroughly prepare surface by scraping off all loose and flaking paint. Prime exposed area, paint utilizing rust-inhibitor wrought iron paint.

Exterior side gate.

Quantity: 80.00 S.F.

\$

Paint Subtotal \$ 4400

see attached

07. Mechanical

16. 07.05 HVAC Split System (Attic Mounted Air Handler)
 Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. the air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) (New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER.

Replace existing HVAC.

Quantity: 4.00 TON

\$

Mechanical Subtotal \$

See
Addendum

Exhibit "A"

08. Plumbing

17. 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**

40 gallon

Quantity: 1.00 EA \$ 1200

22. 08.10 Kitchen Sink - R/R
 Remove and replace kitchen sink with a new stainless steel 20 gauge, deep bowl, 4-hole sink, complete with baskets. Fasten securely and caulk rim. Reconnect plumbing.

Quantity: 1.00 EA \$ 450

42. 08.39 Replace Water Valve
 Provide and install a new exterior water valve for proper operation of the exterior watering system.

Quantity: 1.00 EA \$ 0 see Addenda

1. 08.50 Repair Plumbing Leak-Interior
 In drain line or water line - interior of dwelling.

Repair plumbing leak on second floor which appears to be in the area of the master bathroom toilet.

Quantity: 10.00 LF \$ 198

21. 08.61 Abandon Reverse Osmosis System
 Abandon the reverse osmosis water treatment system from under kitchen sink.

Quantity: 1.00 EA \$ 200

Plumbing Subtotal \$ 2048

Exhibit "A"

09. Electrical

13. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace flourescent fixture in dining room area with chandelier type with brushed nickel finish.

Quantity: 1.00 EA

\$ 175

14. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace recessed lighting in kitchen with four (4) recessed spots.

Quantity: 4.00 EA

\$ See Address

44. 09.29 Garage Door Opener
Provide and install missing garage door opener and provide opening devices (2 EA).

Quantity: 1.00 EA

\$ See Address

45. 09.33 Energy Efficient Light Bulbs
Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.

Quantity: 35.00 EA

\$ See Address

Electrical Subtotal \$ 175

10. Windows

38. 10.19 Vertical Window Blinds
Provide and install white or beige 3-1/2" premium smooth vinyl vertical blinds on the sliding glass door at the specified location.

Quantity: 1.00 EA

\$

Windows Subtotal \$

*See
Addendum*

Exhibit "A"

11. Doors

46. 11.01 Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, R-4 insulated door, at specified location. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset and a 1600 vision security peephole. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look.

Quantity: 2.00 EA

\$

See Addendum

10. 11.05 Entry Lockset R/R
Provide entry lockset on specified doors. Key alike.

Replace deteriorated entry lockset - garage pedestrian door, also front door and French doors..

Quantity: 3.00 EA

\$

125

6. 11.07 Weatherstripping
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.

Replace deteriorated weatherstripping at the French doors.

Quantity: 2.00 EA

\$

See Addendum

9. 11.13 R/R Hinges
Replace door hinges as specified.

Replace garage/pedestrian door hinges to be self closing.

Quantity: 1.00 EA

\$

70

8. 11.19 Closet Door - Bipass or Bifold
Furnish and install hollow core, hardboard closet doors, complete with all track and hardware as applicable for the type of door installed. Doors shall be installed level and plumb. Adjust doors as necessary to ensure ease of operation.

Replace all bedroom bi pass closet doors - 3 sets

Quantity: 3.00 EA

\$

980

7. 11.49 Secondary Lock on Patio Slider

Provide a secondary lock for the existing slider.

Quantity: 1.00 EA

\$

See Addendum

Doors Subtotal \$

1175

12. Drywall

24. 12.01 Repair Walls/Ceilings
Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.

Repair walls and ceiling where damaged.

Quantity: 200.00 SF

\$ 600

Drywall Subtotal \$ 600

Exhibit "A"

13. Construction

29. 13.07 Install Closet Shelf/Pole
Provide shelf and pole with necessary supports in closet. Any span over 4 feet shall have center shelf brackets.

In master closet

Quantity: 10.00 LF \$ 65

12. 13.33 Install Handrail
Provide and install wood handrail at the specified location(s.)

Repair or replace deteriorated handrails at stairs.

Quantity: 35.00 LF \$ 250

30. 13.36 Fireplace Doors
Provide and install glass fireplace doors which are required for all gas log fireplaces. Not required for wood-burning fireplaces.

Replace or repair glass fireplace doors. Also fireplace must be in full operational order. Also need gas key for fireplace.

Quantity: 1.00 EA \$ 0 *see Addendum*

11. 13.47 General House Cleaning
Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 LS \$ 600

36. 13.60 Replace Shutters
Remove deteriorated shutters and replace with new or rebuilt; paint to match existing color.

Quantity: 1.00 PR \$ 0 *see Addendum*

Construction Subtotal \$ 915

15. Cabinets

23. 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.

Epoxy countertop; repair kitchen tile where broken or missing prior to epoxy.

Quantity: 35.00 LF

\$ 650

Cabinets Subtotal \$ 650

16. Appliances

18. 16.01 Install Range
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.

Quantity: 1.00 EA \$ Ø

19. 16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 18 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.

Quantity: 1.00 EA \$ Ø

20. 16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowatt-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.

Quantity: 1.00 EA \$ Ø

Appliances Subtotal \$ Ø

See Addendum

19. Clean Up/Permits

25. 19.03 Remove Debris
Contractor is responsible for removal of all construction related debris from house, yard and surrounding area, and dispose of in a proper manner.

Remove all wallpaper from walls and windows.

Quantity: 1.00 LS

\$ 300

Clean Up/Permits Subtotal \$ 300

Exhibit "A"

21. Yard

43. 21.02 Sprinkler repair/conversion
Provide repairs to existing sprinkler system in front yard only. Convert sprinklers to drip irrigation when converting lawn to desert landscaping. When converting to drip system include a regulator on the irrigation valves and a Y filter to reduce water pressure.

Quantity: 40.00 LF

\$

41. 21.03 Trim bushes/trees

Trim bushes and trees against dwelling or where encroaching on fences, walls, etc. Remove pruning debris from premises.

Quantity: 1.00 EA

\$

Yard Subtotal \$

Exhibit "A"

N08 Plumbing

35. N08.18.0 Bath/Shower Faucet-R/R (HAP2)
 5 Provide new EPA certified WaterSense (minimum flow rate of no more than 2.0 gpm, tested at a flowing pressure of 80 lbs. per square inch) 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. (Uniform Plumbing Code 605.5) The valve body shall contain integral stops. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

Quantity: 1.00 EA

\$

See Address

40. N08.27 Hose Bibbs R/R
 Furnish and install 3/4" hose bib, and anti-siphon vacuum breakers, and properly fasten securely to structure at specified location. Seal wall penetration with expanding foam to prevent air infiltration.

Quantity: 2.00 EA

\$

See Address

Plumbing Subtotal \$

[Signature]

Exhibit "A"

N09 Electrical

28. N09.02.0 GFCI Receptacles

4 Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. Interior receptacles shall be tamper resistant. **Permit Required.**

Add bubble covers to exterior GFI receptacles.

Quantity: 2.00 EA \$ 160

31. N09.09 Interior Light R/R

Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location in specified rooms. Drywall patching and touch-up painting is included for a professional finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace deteriorated light bar in hall bathroom.

Quantity: 1.00 EA \$ 0 *see 1 day*

27. N09.36 Carbon Monoxide Detector

Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.

Quantity: 1.00 EA \$ 185

Electrical Subtotal \$ 345

N11 Doors

37. N11.01 Exterior Door R/R (Metal)

Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, R-4 insulated door at specified location. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset and a 1600 vision security peephole. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look.

Quantity: 1.00 EA

\$

Doors Subtotal \$

N13 Demolition

26. N13.42 Remove Satellite Dish (Scattered Sites)
Remove the existing television satellite dish. Included is the removal of the dish, stand, all electrical wiring, patch the roof or wall and paint the wall if necessary.

Remove Dish and all cables.

Quantity: 1.00 EA

\$

Demolition Subtotal \$

95

95

N15 Cabinetry

33. N15.04 Refinish Cabinets

Thoroughly sand, prepare and refinish kitchen cabinets. Owner shall have choice of standard color. If cabinets are to be stained, they shall be lightly sanded after receiving stain coat, then apply two coats of varnish.

Refinish cabinets in the master bathroom.

Quantity: 2.00 EA

\$ 595

39. N15.05 Repair Cabinets

Re-attach cabinets properly. Repair all broken drawers, guides, door, hinges, and handles to match existing as closely as possible.

Quantity: 4.00 EA

\$ 0 *see Addendum*

Cabinetry Subtotal \$ 595

N16 Appliances

34. N16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.

new item

Quantity: 1.00 EA

\$

Appliances Subtotal \$

see
Addendum

Exhibit "A"

N3. Caulking

32. N3.35 Caulking

Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs, showers and medicine cabinets.

In bathrooms, around toilets, at kitchen countertop, in master closet.

Quantity: 100.00 LF

\$ 185⁰⁰

Caulking Subtotal \$ 185

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
3705 TwinBreeze St
Las Vegas, NV 89128

File No.:

Release Date: April 17, 2012

Item Addendum

- 5** Paint Wrought Iron
Thoroughly prepare surface by scraping off all loose and flaking paint. Prime exposed area, paint utilizing rust-inhibitor wrought iron paint.

Exterior side gate.

Delete this. Replace deteriorated wrought iron gate. Paint white.

\$ 225

- 6** Weatherstripping
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.

Replace deteriorated weatherstripping at the French doors.

Delete this. Will be included with new French doors.

\$ 0

- 7** Secondary Lock on Patio Slider

Provide a secondary lock for the existing slider.

Delete this....no slider

\$ 0

- 13** Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace flourescent fixture in dining room area with chandelier type with brushed nickel finish.

Finish may be brushed nickel or white.

\$ 175

- 14** Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace recessed lighting in kitchen with four (4) recessed spots.

Frame out light well to provide flush ceiling prior to recessed spot installation.

\$ 865

16 HVAC Split System (Attic Mounted Air Handler)

Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. the air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER.

Replace existing HVAC.

Note: Return air ducts to be installed correctly. Two - 2T units ok. Not necessary to submit manual J calculations with bid.

\$ 10550

18 Install Range

Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.

\$ 759

Color to be black

19 Install Refrigerator

Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 18 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.

\$ 822

Color to be black

20 Install Dishwasher

Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.

\$ 597

Color to be black

30 Fireplace Doors

Provide and install glass fireplace doors which are required for all gas log fireplaces. Not required for wood-burning fireplaces.

Replace or repair glass fireplace doors. Also fireplace must be in full operational order. Also need gas key for fireplace.

Delete fireplace repair. Only need gas valve key.

\$ 200

34 Install Range Hood

Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.

new item

Color to be black

\$ 600

35 Bath/Shower Faucet-R/R (HAP2)

Provide new EPA certified WaterSense (minimum flow rate of no more than 2.0 gpm, tested at a flowing pressure of 80 lbs. per square inch) 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. (Uniform Plumbing Code 605.5) The valve body shall contain integral stops. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

Change out inoperable diverter valve on bath/shower in hall bathroom

\$ 110

36 Replace Shutters

Remove deteriorated shutters and replace with new or rebuilt; paint to match existing color.

Remove existing deteriorated shutter. Install two new shutters. Paint to match trim color.

\$ 400

37 Exterior Door R/R (Metal)

Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, R-4 insulated door at specified location. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset and a 1600 vision security peephole. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look.

Replace front door, complete with all hardware and weatherstripping. Paint same as trim color.

\$ 785

38 Vertical Window Blinds

Provide and install white or beige 3-1/2" premium smooth vinyl vertical blinds on the sliding glass door at the specified location.

Remove damaged vertical blind at front on first floor. Existing undamaged blinds are ok to remain.

\$ 135

39 Repair Cabinets

Re-attach cabinets properly. Repair all broken drawers, guides, door, hinges, and handles to match existing as closely as possible.

Repair all cabinet drawers and doors in kitchen and bathrooms.

\$ 285

40 Hose Bibbs R/R

Furnish and install 3/4" hose bib, and anti-siphon vacuum breakers, and properly fasten securely to structure at specified location. Seal wall penetration with expanding foam to prevent air infiltration.

Replace deteriorated hose bibbs.

\$ 65

Item Addendum

- 41 Trim bushes/trees
Trim bushes and trees against dwelling or where encroaching on fences, walls, etc.
Remove pruning debris from premises. \$ 225
Trim tree in front yard; remove all weeds in front and back yard.
- 42 Replace Water Valve
Provide and install a new exterior water valve for proper operation of the exterior watering system. \$ 385
Replace deteriorated water valve in front yard.
- 43 Sprinkler repair/conversion
Provide repairs to existing sprinkler system in front yard only. Convert sprinklers to drip irrigation when converting lawn to desert landscaping. When converting to drip system include a regulator on the irrigation valves and a Y filter to reduce water pressure. \$ 600
Repair or replace existing irrigation to be operational in front yard and back yard.
- 44 Garage Door Opener
Provide and install missing garage door opener and provide opening devices (2 EA). \$ 95
Replace deteriorated garage door opener on two car garage area, complete with two remote openers.
- 45 Energy Efficient Light Bulbs
Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures. \$ 625
Replace all incandescent light bulbs with cfls; no curly cues except where in covered globe fixture.
- 46 Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, R-4 insulated door, at specified location. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset and a 1600 vision security peephole. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look. 1,272⁰⁰
~~625~~ (CF)
Remove and replace deteriorated French doors at rear of dwelling. Replace the damage frame and include all hardware and weatherstripping.

Total Cost of Addendum Items \$ 1,977⁰⁰/_{xx}

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

P. Jacobs

Housing Rehabilitation Specialist

April 30, 2012

Date

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this **9th** day of **May, 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **Unicon** (the "Contractor"), whose office is located at **5552 So. Ft. Apache Rd., Ste. 110, Las Vegas, Nevada 89148**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval. /

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **8756 Country Pines Ave., Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **60** business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Ten Thousand Two Hundred Fifty And 00/100 Dollars (\$10,250.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Second Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: Unicon
5552 So. Ft. Apache Rd., Ste. 110
Las Vegas, NV 89148

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

By: Carolyn G. Goodman
Carolyn G. Goodman, Mayor Date

CONTRACTOR:

By: [Signature]
Representative

Contractor Information:

ATTEST:

Beverly K. Bridges 5/10/12
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: ^u Sergei Karaka SK
Address: 5552 So. Ft. Apache Rd., Ste. 110
Las Vegas, NV 89148

Phone: 702-353-4780
NV CONTRACTOR License Number:
075843

Approved as to form:

Robert S. Sylvain 5-10-12
Robert S. Sylvain, Date
Deputy City Attorney

Exhibit "A"
City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/9/12

DATE BIDS RELEASED 4/30/12

Project City of Las Vegas
8756 Country Pines Ave.
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Ten Thousand Two Hundred & Fifty Dollars: (\$ 10,250)

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) compliance.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: Unicon LLC
Address: 5552 S. Ft Apache Rd
City, St, Zip: Las Vegas NV 89148
Phone: 702-353-4780
State Contractors License Number: 075843 Exp Date: 12/31/12

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 05-08-12

ADDENDUM received

[Signature]

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
8756 Country Pines Ave.
Las Vegas, NV 89129

File No.:

Release Date: April 30, 2012

Item Addendum

1 Rewire Existing Wiring

Remove existing wiring to eliminate violations, illegal splices, etc.
Remove all loose, disconnected, frayed, dead end, improperly hung or temporary wiring.
Disconnect and remove any taps or splices, permanent or temporary, that do not comply with 2008 National Electric Code. All exterior electrical wiring to be encased in conduit.

Repair overhead light/fan - 6 places - lights work, fans don't; breaker in main panel ok.

Delete this spec.

\$ deleted

2 GFCI Receptacles

Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. Permit Required.

Install bubble covers on existing exterior GFI receptacles.

Amend this spec to surface mount the exterior receptacle outside the patio slider to be surface-mounted and bubble covered; and to include the bubble cover for the front exterior receptacle.

\$ 320

8 Desert Adapted Drought Tolerant Plants

Remove dead grass and debris from front yard to a depth of 6" or 12" if the grass is Bermuda. Regrade with imported fill to grade level. Spray with emergent herbicide (such as Surflan). Install a fabric weed barrier. Plant two (2) 5 gallon drought-tolerant bushes and two (2) 15 gallon drought-tolerant trees. Cover surface with a minimum of 2" of crushed rock (3/4") in color choice - gold, red, pink, tan, etc. Spray another 2 coatings of herbicide on the finished landscaping. Place two (2) - 2' x 2' x3' - approximate size accent boulders to finish landscaping. Provide and install a drip irrigation system, complete with timing clock, to the plants if an irrigation system does not exist. All activity to conform with Nevada Revised Statutes (NRS) 116.330.

Clean up back yard; remove dead grass; regrade for correct drainage; install weed barrier and herbicide; 3/4" crushed red rock; remove irrigation system except for planting area next to house. Provide 4 plants - 5 gallon, such as lantana, spanish swords, etc. ALSO INCLUDE THE CURBING SEPARATING THE SIDE YARD FROM THE ADJACENT NEIGHBOR.

\$ 2,350

9 Paint Wrought Iron

Thoroughly prepare surface by scraping off all loose and flaking paint. Prime exposed area, paint utilizing rust-inhibitor wrought iron paint.

2 gates

Delete one gate - only one gate.

\$ 175

11 Refinish Cabinets

Thoroughly sand, prepare and refinish kitchen cabinets. Owner shall have choice of standard color. If cabinets are to be stained, they shall be lightly sanded after receiving stain coat, then apply two coats of varnish.

Refinish cabinets; repair hinges

Delete this spec.

\$ deleted

12 Kitchen Sink - R/R

Remove and replace kitchen sink with a new stainless steel 20 gauge, deep bowl, 4-hole sink, complete with baskets. Fasten securely and caulk rim. Reconnect plumbing.

Replace kitchen sink or re-coat.

Replace sink

\$ 345

13 Clothes Rod

Provide and install a new wooden clothes rod with end supports complete in the specified location. Add shelf above clothes rod in closet.

Replace damaged towel bar; add missing tp holders

2 towel bars, 2 tp holders, 2 brackets in closets

\$ 235

14 Install Handrail

Provide and install wood handrail at the specified location(s.)

Stabilize existing handrail at master bedroom stairs.

\$ 175

15 Install Ceiling Fan w/light kit

Furnish and install a new five blade ceiling fan w/light kit. Provide blocking as necessary to secure fan to ceiling. Ensure fan is balanced for proper operation.

In bedroom where fixture is inoperable. Fixture to match existing.

\$ 180

16 Carbon Monoxide Detector

Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.

In upstairs hall

\$ 150

17 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**

Permit required.

\$ 925

18 Shower Diverter Valve

Remove the existing shower diverter valve and replace with new to match existing color and style.

Both the master bathroom and hall bathroom

\$ 70

19 Kitchen Faucet - R/R

Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas representative.

Replace deteriorated existing faucet\$ 175**20 Replace Toilet Seat**

Replace existing toilet seat with appropriate style to match existing.

All three toilet seats\$ 180**21 Lav Faucet R/R**

Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet until the inspection has been completed.

Repair popup or replace lav faucet in hall bathroom\$ 120**22 Interior Paint**

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

Touchup where needed\$ 475**23 Remove Wallpaper**

Remove wallpaper and prepare walls to receive paint.

Remove decals from shower tile in hall bathroom and master bathroom\$ 120**24 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.

Paint exterior wall at rear of house after doggie door repair. Match existing color.\$ 550**25 General House Cleaning**

Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

- Throughout the entire dwelling.** \$ 185
- 26 Secondary Lock on Patio Slider \$ 30
- Provide a secondary lock for the existing slider.**
- 27 Closet Door - Bipass or Bifold \$ 215
Furnish and install hollow core, hardboard closet doors, complete with all track and hardware as applicable for the type of door installed. Doors shall be installed level and plumb. Adjust doors as necessary to ensure ease of operation.
- Replace bi-pass doors which are off the track in the bedroom REPLACE CLOSET DOORS WITH SAME KIND TO AVOID GAPS IN THE CARPETING.**
- 28 Install Range \$ 185
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.
- Existing range is missing shelving. Also include grease filter for microwave vent fan.** \$ 185
- 29 Recoat Bathtub \$ 475
Have existing bathtub re-coated by a licensed re-coating company. Provide ONE YEAR WARRANTY.
- Repair tile, grout and epoxy existing countertop**
- 30 Energy Efficient Light Bulbs \$ 250
Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.
- Replace all incandescent lights with cfl.**
- 31 Door Stops \$ 45
Provide door stops on all doors in the specified location(s.).
- REPLACE DOOR STOPS AS NEEDED, THROUGHOUT**
- 32 R/R Defective Receptacles/switches \$ 55
Replace defective/broken receptacles with new grounded receptacles and replace defective/broken switches with new switches. Interior receptacles shall be tamper resistant. Provide cover plates for all.
- REPLACE DEFECTIVE LIGHT SWITCH IN HALL BATHROOM.**

Total Cost of Addendum Items

\$ 7,985

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


Housing Rehabilitation Specialist

May 7, 2012
Date

Exhibit "A"

City of Las Vegas

Economic and Urban Development Department

BID INSTRUCTIONS

Attached is the bid information for the housing rehabilitation project located at **8756 Country Pines Ave., Las Vegas, NV 89129**. The bid walkthrough is scheduled for **1:00 P.M. on 5/3/12**. Bids are due no later than **2:00 P.M. on 5/9/12**. It is imperative that costs be placed on each line item including all addenda, and that all addendum items be included in the total bid amount. Each line item shall be rounded up or down to the nearest dollar amount. Bids must be hand delivered or mailed to: City of Las Vegas Economic and Urban Development Department, 495 S. Main Street, 6th Floor, Las Vegas, NV 89101. All bids shall be submitted in a sealed envelope. **FAXED, SCANNED OR E-MAILED BIDS WILL NOT BE ACCEPTED**. Contractors must attend the bid walkthrough to be eligible to submit a bid. If any required documentation that is lacking in your contractor's file at the time of bid submittal, your bid will not be considered as responsive. The bidder shall provide cost and pricing as requested on the Bid Request. Failure to submit a bid for any line item shall result in the bid being deemed non-responsive. The form must be completed in ink or typewritten and any corrections must be initialed by the Bidder's authorized representative prior to submission to the city of Las Vegas. The city of Las Vegas reserves the right to correctly compute all bids, make corrections for mathematical errors, and presented the bids on a bid correction sheet which outlines all corrections made by the city for the Bid. If there exists a conflict between the line item price and the total bid, the amount more beneficial to the city of Las Vegas will control unless the city of Las Vegas elects to proceed with the higher amount, and utilizing the higher amount does not displace the Bidder as the lowest responsible bidder Please contact me at **702-229-1483** with any questions you may have regarding this project.

Thank you,
Patty Jacobs
Housing Rehab Specialist

Exhibit "A"

04. Paint

9. 04.15 Paint Wrought Iron
Thoroughly prepare surface by scraping off all loose and flaking paint. Prime exposed area, paint utilizing rust-inhibitor wrought iron paint.

2 gates

Quantity: 100.00 S.F.

\$ inel

Paint Subtotal \$ inel

Exhibit "A"

08. Plumbing

12. 08.10 Kitchen Sink - R/R

Remove and replace kitchen sink with a new stainless steel 20 gauge, deep bowl, 4-hole sink, complete with baskets. Fasten securely and caulk rim. Reconnect plumbing.

Replace kitchen sink or re-coat.

Quantity: 1.00 EA

\$ incl

Plumbing Subtotal \$ incl

Exhibit "A"

09. Electrical

2. 09.02 GFCI Receptacles

Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. Permit Required.

Install bubble covers on existing exterior GFI receptacles.

Quantity: 2.00 EA

\$ inel

1. 09.22 Rewire Existing Wiring

Remove existing wiring to eliminate violations, illegal splices, etc.

Remove all loose, disconnected, frayed, dead end, improperly hung or temporary wiring. Disconnect and remove any taps or splices, permanent or temporary, that do not comply with 2008 National Electric Code. All exterior electrical wiring to be encased in conduit.

Repair overhead light/fan - 6 places - lights work, fans don't; breaker in main panel ok.

Quantity: 1.00 EA

\$ deleted

7. 09.29 Garage Door Opener

Provide and install missing garage door opener and provide opening devices (2 EA).

Garage door opener missing.

Quantity: 1.00 EA

\$ 475

Electrical Subtotal \$

475

Exhibit "A"

10. Windows

5. 10.10 Slider Screen R/R
Furnish and install new screen door on sliding glass door.

Quantity: 1.00 LS

\$ 165

Windows Subtotal \$ 165

13. Construction

3. 13.56 Remove doggie door.

Remove doggie door in exterior wall. Frame in as necessary, insulate, drywall interior and affix appropriate exterior covering to match existing. Exterior paint to match existing and interior paint to match existing.

Quantity: 1.00 EA

\$ 375

Construction Subtotal \$ 375

Exhibit "A"

15. Cabinets

11. 15.04 Refinish Cabinets
Thoroughly sand, prepare and refinish kitchen cabinets. Owner shall have choice of standard color. If cabinets are to be stained, they shall be lightly sanded after receiving stain coat, then apply two coats of varnish.

Refinish cabinets; repair hinges

Quantity: 20.00 EA

\$ deleted

6. 15.08 Medicine Cabinet R/R
Furnish and install mirrored medicine cabinet, 14"x24" or to fit existing opening.

Replace medicine cabinet in hall bathroom

Quantity: 1.00 EA

\$ 125

13. 15.14 Clothes Rod
Provide and install a new wooden clothes rod with end supports complete in the specified location. Add shelf above clothes rod in closet.

Replace damaged towel bar; add missing tp holders

Quantity: 3.00 EA

\$ 105

10. 15.19 Veneer

Provide veneer on top of shelving under kitchen sink. Affix with adhesive required by manufacturer.

install veneer or paint under lav, kitchen sink and inside drawers, as needed

Quantity: 4.00 EA

\$ 75

Cabinets Subtotal \$ 305

16. Appliances**4. 16.05 Install Refrigerator**

Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 18 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.

Quantity: 1.00 EA

\$ 945Appliances Subtotal \$ 945

21. Yard

8. 21.05 Desert Adapted Drought Tolerant Plants
 Remove dead grass and debris from front yard to a depth of 6" or 12" if the grass is Bermuda. Regrade with imported fill to grade level. Spray with emergent herbicide (such as Surflan). Install a fabric weed barrier. Plant two (2) 5 gallon drought-tolerant bushes and two (2) 15 gallon drought-tolerant trees. Cover surface with a minimum of 2" of crushed rock (3/4") in color choice - gold, red, pink, tan, etc. Spray another 2 coatings of herbicide on the finished landscaping. Place two (2) - 2' x 2' x3' - approximate size accent boulders to finish landscaping. Provide and install a drip irrigation system, complete with timing clock, to the plants if an irrigation system does not exist. All activity to conform with Nevada Revised Statutes (NRS) 116.330.

Quantity: 1.00 EA

Yard Subtotal \$

\$ inelinel.

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this **15th** day of **May, 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **J & A Contracting, Inc.** (the "Contractor"), whose office is located at **1000 N. Green Valley Parkway, #440-102, Las Vegas, Nevada 89074.**

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **3709 Julius Court, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **90** business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Twenty-eight Thousand Eight Hundred Forty-five And 00/100 Dollars (\$28,845.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Second Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: J & A Contracting, Inc.
1000 N. Green Valley Parkway, #440-102
Henderson, NV 89074

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

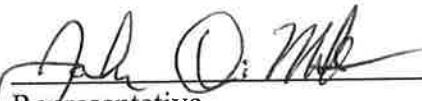
CONTRACTOR:

By:

 6-11-12
~~Carolyn G. Goodman, Mayor~~ Date

Stavros S. Anthony, Mayor Pro-Tem

By:


Representative

Contractor Information:

Di

ATTEST:

 6/11/2012
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: **John Milte**

Address: 1000 N. Green Valley Parkway,
#440-102

Henderson, NV 89074

Approved as to form:

 5/16/12
Teresita L. Ponticello Date
Chief Deputy City Attorney

Phone:

NV CONTRACTOR License Number:

#0062630

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/14/12

DATE BIDS RELEASED 5/1/12

Project City of Las Vegas
3709 Julius Court
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Twenty Eight Thousand Eight Hundred Forty Five Dollars: (\$ 28,845)

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.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: J+A Contracting Inc
Address: 1000 N Green Valley Pkwy 440-102
City, St, Zip: Henderson NV 89074
Phone: 702 596 8488
State Contractors License Number: 102-630 Exp Date: 3/31/14

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 John [Signature] Date 5/14/12

04. Paint

32. 04.10 Paint cabinets

Paint cabinets deteriorated exterior surfaces.

Paint the interior of all cabinets in the kitchen, hallways, pantry and bathrooms, including the interiors of drawers.

Quantity: 30.00 EA

\$ 1600.00

Paint Subtotal \$ 1600.00

Exhibit "A"

06. Concrete

15. 06.06 Replace Deteriorated Concrete Slab
Replace the existing deteriorated concrete slab with new soil, reinforced steel and concrete per the attached engineered specifications.

Remove hazardous walkway in back yard; regrade and replace with same material

Quantity: 10.00 SF

\$ 100-

Concrete Subtotal \$ 100-

08. Plumbing

24. 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**

Quantity: 1.00 EA

\$ 1075-Plumbing Subtotal \$ 1075-

Exhibit "A"

09. Electrical

29. 09.05 Install Cover Plates
Provide new receptacle and switch cover plates to match existing as required throughout.
Quantity: 15.00 EA \$ 65.00
34. 09.33 Energy Efficient Light Bulbs
Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.

In all light fixtures, interior and exterior. Curly cues only in fixtures with globes.
Quantity: 30.00 EA \$ 120.00
33. 09.41 Insulation Contact & Air Tight Can Light
Remove existing can ceiling light and install a new insulation contact & air tight (ICAT) can light in the specified location.

In kitchen
Quantity: 4.00 EA \$ 250.00
- Electrical Subtotal \$ 435.00

Exhibit "A"

10. Windows

36. 10.22 Window Tinting

Provide and install window tinting on existing windows by qualified and experienced technicians that will reduce the Solar Heat Gain Coefficient to .40 or less, or a shading coefficient of .50 (.55 is acceptable) or less. The window film shall have a visible light transmittance of between 40% and 80%.

Remove plastic tint from bathroom window in master bathroom

Quantity: 20.00 SF

\$ 0

Windows Subtotal \$ 0

See addendum

Exhibit "A"

11. Doors

25. 11.05 Entry Lockset R/R
Provide entry lockset on specified doors. Key alike.
Quantity: 1.00 EA \$ 75.00
26. 11.23 Towel Bar
Provide one each 18" and 24" towel bar and one toilet paper holder. Fixtures shall be chrome-plated or match existing style and color and be securely fastened.
in hall bathroom
Quantity: 1.00 EA \$ 0
See addendum
27. 11.40 Sliding Glass Door Screen
Provide and install a new screen door on the sliding glass door in the specified location. Color to match existing and contain a locking device.
Quantity: 1.00 EA \$ 110.00
28. 11.49 Secondary Lock on Patio Slider
Provide a secondary lock for the existing slider.
Quantity: 1.00 EA \$ 60.00
Doors Subtotal \$ 245.00

13. Construction

21. 13.24 Clean Chimney

The interior of the chimney to be cleaned from the cap line to the lowest point penetrated by the furnace duct. Chimney shall be cleaned free of all soot and tar (creosote) accumulations. Cover all fireplace openings with a cloth or plastic drape to keep soot out of the interior of the house. Use a professional cleaning service shall be required.

Check fireplace for correct operation.

Quantity: 1.00 EA

\$ 0

Construction Subtotal \$ 0

See addendum

Exhibit "A"

14. Ceramic Tile

35. 14.05 Clean Ceramic Tile

Clean the ceramic tile and grout in the specified location. Vinegar and water or muriatic acid diluted with water shall be used as the cleaning solution.

All tile floors, bathroom walls and bathroom floors.

Quantity: 200.00 SF

\$ 225.00

Ceramic Tile Subtotal \$ 225.00

Exhibit "A"

15. Cabinets

22. 15.08 Medicine Cabinet R/R
Furnish and install mirrored medicine cabinet, 14"x24" or to fit existing opening.

Replace damaged medicine chest in master bathroom

Quantity: 1.00 EA

\$ 60.00

23. 15.11 Cabinetry Door Handles
Remove existing and provide and install new chrome "knob" type handles on all interior cabinet doors.

Change out all cabinet door handles in kitchen and bathrooms.

Quantity: 50.00 EA

\$ 275.00

Cabinets Subtotal \$ 335.00

Exhibit "A"

16. Appliances

30. 16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.

Quantity: 1.00 EA

\$

0

31. 16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.

Quantity: 1.00 EA

\$

0

Appliances Subtotal \$

0

See Addendum

17. Flooring

16. 17.06 Re-stretch/reinstall carpet
Re-stretch and reinstall existing carpet, including moving furniture to accomplish work. No guarantees to owner that carpet will not be damaged during re-stretch/reinstall process.

Good quality existing carpet. Restretch and reinstall and clean.

Quantity: 1,800.00 SF \$ 350.00

Flooring Subtotal \$ 350.00

N04 Paint

18. N04.02.0 Interior Paint

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

remove wallpaper and repaint walls - boys room

Quantity: 148.00 SF

\$ Included In
Item #19

17. N04.02.1 Interior Paint

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

"Ivy" on the walls. Stain Kilz and repaint

Quantity: 48.00 SF

\$ Included In
Item #19

19. N04.02.1 Interior Paint

- 2 Paint interior walls and ceiling with a 10-year quality semi-gloss low volatile organic compound (VOC) paint (<50 grams/liter of VOC). Walls shall be **Polished Ivory; Ceiling, doors and base with Polar Bear**. All voids are to be caulked with a latex based caulking. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

Remove all nails and picture hangers; repair wall behind refrigerator and paint to match existing. Touch up paint to match existing. Repaint all handrails and banisters

Stain kilz "fish" and repaint hall bathroom.

Quantity: 400.00 SF

\$ 3500.00

Paint Subtotal \$ 3500.00

N07 Mechanical

20. N07.06 HVAC Split System (Roof Mounted Air Handler)
 Provide and install a new gas/electric ENERGY STAR rated 14 SEER roof mounted HVAC split system. The Installation shall include new metal stand, roof jack, P-trap and painted condensation line. New programmable thermostat shall be included. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). New system shall be sized with new Manual J and Manual S 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 conditioned. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering). Equipment is to be indicated by model, type, size, BTU, location, and material specification. All existing and new equipment is to be indicated. New install to include a new air filter with a MERV of 6 or less. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure leakage is within 5% of the square footage area of the unconditioned space. Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER.

Quantity: 5.00 TON

\$

Mechanical Subtotal \$

See Addendum

N08 Plumbing

2. N08.18.0 Bath/Shower Faucet-R/R (HAP2)
 5 Provide new EPA certified WaterSense (minimum flow rate of no more than 2.0 gpm, tested at a flowing pressure of 80 lbs. per square inch) 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. (Uniform Plumbing Code 605.5) The valve body shall contain integral stops. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

Change out (2) shower faucets and (1) master tub faucet

Quantity: 3.00 EA

\$

see addendum

3. N08.23.0 Lav Faucet R/R
 1 Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

Quantity: 2.00 EA

\$

see addendum

4. N08.23.0 Lav Faucet R/R
 2 Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

Quantity: 1.00 EA

\$

see addendum

5. N08.23.0 Lav Faucet R/R
 4 Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

Quantity: 1.00 EA

\$

Plumbing Subtotal \$

see addendum

Exhibit "A"

N09 Electrical

9. N09.02.0 GFCI Receptacles

- 4 Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover.
Permit Required.

In garage

Quantity: 1.00 EA

\$

~~0~~
 See addendum

11. N09.03 Install wiring in conduit

Remove all existing exposed exterior wiring. Install new wiring in EMT conduit from panel to each fixture.

Provide batteries for all remotes for ceiling fans. (6 fans/lights)

Quantity: 1.00 EA

\$

30.00

10. N09.09 Interior Light R/R

Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location in specified rooms. Drywall patching and touch-up painting is included for a professional finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

In dining room and kitchen area

Quantity: 2.00 EA

\$

175.00

Electrical Subtotal \$ 205.00

Exhibit "A"

N11 Doors

1. N11.27.0 Interior Raised Panel Door
5 Provide and install a 6'8" X 1-3/8" interior grade, hollow core, raised 6-panel hardboard door to fit existing jamb.

Damaged interior double doors.

Quantity: 2.00 EA

\$ 130.00

Doors Subtotal \$ 130.00

Exhibit "A"

N16 Appliances

12. N16.01 Install Range
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.

Quantity: 1.00 EA \$ Ø

13. N16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary. Almond

Quantity: 1.00 EA \$ Ø

14. N16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 18 cu. ft. and maximum size 23 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond

almond

Quantity: 1.00 EA \$ Ø

Appliances Subtotal \$ Ø

See Addendum

City of Las Vegas
Economic and Urban Development 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

_City of Las Vegas
3709 Julius Court
Las Vegas, NV 89129

File No.:

Release Date: May 01, 2012

Item Addendum

2 Bath/Shower Faucet-R/R (HAP2)

Provide new EPA certified WaterSense (minimum flow rate of no more than 2.0 gpm, tested at a flowing pressure of 80 lbs. per square inch) 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. (Uniform Plumbing Code 605.5) The valve body shall contain integral stops. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

Change out (2) shower faucets and (1) master tub faucet

This is to include toe stubs also.

\$ 300.00

3 Lav Faucet R/R

Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

Replace all lav faucets. Faucets to be chrome.

\$ 560.00

4 Lav Faucet R/R

Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

delete this spec

\$ Ø

5 Lav Faucet R/R

Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

delete this spec

\$ Ø

9 GFCI Receptacles

Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. **Permit Required.**

In garage

delete this spec - GFI already exists in garage.

\$ Ø

10 Interior Light R/R

Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location in specified rooms. Drywall patching and touch-up painting is included for a professional finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

In dining room and kitchen area

chandelier type in brass or white

\$ Included in Exh. A.

12 Install Range

Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.

Color to be black

\$ 775.00

13 Install Range Hood

Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary. Almond

Range hood to be black

\$ 425.00

14 Install Refrigerator

Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 18 cu. ft. and maximum size 23 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond

almond

Refrigerator to be black - may have ice maker

\$ 875.00

15 Replace Deteriorated Concrete Slab

Replace the existing deteriorated concrete slab with new soil, reinforced steel and concrete per the attached engineered specifications.

Remove hazardous walkway in back yard; regrade and replace with same material

10 sf of deteriorated tile walkway to be removed; regraded and covered with 3/4" crushed red rock - same as back yard.

17 Interior Paint

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

"Ivy" on the walls. Stain Kilz and repaint

Paint to be polished Ivory - satin finish throughout - semi-gloss in kitchen, bathrooms, powder room and laundry. Flat white on ceilings; doors and base and trim to be Polar Bear white.

20 HVAC Split System (Roof Mounted Air Handler)

Provide and install a new gas/electric ENERGY STAR rated 14 SEER roof mounted HVAC split system. The Installation shall include new metal stand, roof jack, P-trap and painted condensation line. New programmable thermostat shall be included. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). New system shall be sized with new Manual J and Manual S 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 conditioned. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering). Equipment is to be indicated by model, type, size, BTU, location, and material specification. All existing and new equipment is to be indicated. New install to include a new air filter with a MERV of 6 or less. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure leakage is within 5% of the square footage area of the unconditioned space. Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER.

Delete this spec

22 Medicine Cabinet R/R

Furnish and install mirrored medicine cabinet, 14"x24" or to fit existing opening.

Replace damaged medicine chest in master bathroom

Trim to be chrome

\$ Included In
Exh. A

\$ Included In
Exh. A

\$ _____ go

\$ Included In
Exh A

23 Cabinetry Door Handles

Remove existing and provide and install new chrome "knob" type handles on all interior cabinet doors.

Change out all cabinet door handles in kitchen and bathrooms.

Brushed nickel, wood or chrome

\$ Included In
Exh. A

26 Towel Bar

Provide one each 18" and 24" towel bar and one toilet paper holder. Fixtures shall be chrome-plated or match existing style and color and be securely fastened.

in hall bathroom

Replace all towel bars - one in powder room, one in hall bathroom and one in master bathroom

\$ 75.00

28 Secondary Lock on Patio Slider

Provide a secondary lock for the existing slider.

Also replace door lock which is inoperable.

\$ 75.00 (for add'l lock)

29 Install Cover Plates

Provide new receptacle and switch cover plates to match existing as required throughout.

Replace broken, chipped or missing cover plates.

\$ Included In
Exh. A

30 Install Dishwasher

Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowatt-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.

Color to be black

\$ 500.00

32 Paint cabinets

Paint cabinets deteriorated exterior surfaces.

Paint the interior of all cabinets in the kitchen, hallways, pantry and bathrooms, including the interiors of drawers.

This item is modified. All cabinets to be refinished in a light beige, ecru, or almond color - remove the pink shade of the existing. finish may be high gloss or matte. All interior paint or veneer to remain as original bid spec.

\$ Included In
Exh A

35 Clean Ceramic Tile

Clean the ceramic tile and grout in the specified location. Vinegar and water or muriatic acid diluted with water shall be used as the cleaning solution.

All tile floors, bathroom walls and bathroom floors.

Provide ceramic tile floor to replace deteriorated vinyl floor in laundry - approximately 40SF - Color to be mesa Beige - sample at Lowe's

\$ 425.00
(for new tile)

36 Window Tinting

Provide and install window tinting on existing windows by qualified and experienced technicians that will reduce the Solar Heat Gain Coefficient to .40 or less, or a shading coefficient of .50 (.55 is acceptable) or less. The window film shall have a visible light transmittance of between 40% and 80%.

Remove plastic tint from bathroom window in master bathroom

Also the "fish" design in the hall bathroom

\$ 75.00

37 HVAC Split System (Roof Mounted Air Handler)

Provide and install a new gas/electric ENERGY STAR rated 14 SEER roof mounted HVAC split system. The Installation shall include new metal stand, roof jack and painted condensation line. The condensation line shall contain a P-trap. New programmable thermostat shall be included. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). New system shall be sized with new Manual J and Manual S 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. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering). Equipment is to be indicated by model, type, size, BTU, location, and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure leakage is within 5% of the square footage of the unconditioned space. Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER.

This spec replaces the former HVAC spec which erroneously called for a split system. Ok to have a 3T and 2T

\$ 8900.00

38 Kitchen Faucet - R/R

Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas representative.

This is a new item

\$ 225.00

39 Repair Plumbing Leak-Interior

In drain line or water line - interior of dwelling.

Repair any leaks in the wall behind the refrigerator. Evidence of a water leak.

Replace drywall and paint to match.

\$ 300.00

40 Remove all window treatments and existing window blinds.

Remove all window treatments but not blinds if they are in good working condition.

Only remove blinds which are damaged.

\$ 75.00 JD

41 Laundry Box or Ice Maker Trim

Provide missing or damaged trim at laundry box or icemaker box.

Replace laundry hot and cold valves as well as laundry box; replace ice maker valve and trim

\$ 225.00

42 Shower/Tub Door-BiPass

Furnish and install a 5'-0" sliding tub/shower enclosure. Unit shall have anodized aluminum frame with obscure safety glass. Silicone all joints to prohibit leakage.

Replace the shower door in master bathroom with chrome trim.

\$ 350.00

- 43 Weatherstripping**
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.
Replace deteriorated weatherstripping at front door.
- 44 Sprinkler repair/conversion**
Provide repairs to existing sprinkler system in front yard only. Convert sprinklers to drip irrigation when converting lawn to desert landscaping. When converting to drip system include a regulator on the irrigation valves and a Y filter to reduce water pressure.
Convert all sprinkler systems to drip system in front and back yards. Abandon irrigation on south side of driveway.
- 45 Trim bushes/trees**
Trim bushes and trees against dwelling or where encroaching on fences, walls, etc. Remove pruning debris from premises.
Trim all bushes and trees of overgrowth. Adequate vegetation; no need for new plantings. Abandon water feature and all plumbing and wiring associated with it in the back yard. Remove weird tree. Remove turf from front and back yards; regrade back yard for adequate drainage
- 46 Paint Wrought Iron**
Thoroughly prepare surface by scraping off all loose and flaking paint. Prime exposed area, paint utilizing rust-inhibitor wrought iron paint.
Paint two (2) wrought iron gates - white.
- 47 Hose Bibb R/R**
Furnish and install 3/4" hose bib, and anti-siphon vacuum breakers, and properly fasten securely to structure at specified location. Seal wall penetration with expanding foam to prevent air infiltration.
Replace two (2) hose bibbs to comply with current UPC plumbing code.
- 49 Interior Light R/R**
Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.
Replace two (2) light bars in master bathroom with two (2) chrome finish 4 light or 5 light bars.
- 50 Desert Adapted Drought Tolerant Plants**
Remove dead grass and debris from front yard to a depth of 6" or 12" if the grass is Bermuda. Regrade with imported fill to grade level. Spray with emergent herbicide (such as Surflan). Install a fabric weed barrier. Plant two (2) 5 gallon drought-tolerant bushes and two (2) 15 gallon drought-tolerant trees. Cover surface with a minimum of 2" of crushed rock (3/4") in color choice - gold, red, pink, tan, etc. Spray another 2 coatings of herbicide on the finished landscaping. Place two (2) - 2' x 2' x3' - approximate size accent boulders to finish landscaping. Provide and install a drip irrigation system, complete with timing clock, to the plants if an irrigation system does not exist. All activity to conform with Nevada Revised Statutes (NRS) 116.330.
This spec is modified to eliminate all new plants. S. Side of driveway area to get two (2) accent boulders Crushed rock to be red - matching existing in front yard and rear yard.
- 51 Water Shut-Off Valve**
Provide 3/4" bronze ball shutoff valve between meter and house, preferably within 24" of structure and above grade.
Replace the existing water shut off valve in the garage to comply with current UPC code.
- 52 Toilet Repair**
Replace all interior tank parts of toilet, including angle stop and supply line.

\$ 75.00

(See Item 50)

(See Item 50)

\$ 100.00

\$ 100.00

\$ 130.00

\$ 4400.00

\$ 250.00

- Replace the "gold" handle on the toilet in the master bathroom and replace the "gold" tp holder - both with chrome. \$ 30.00
- 53 Kitchen Sink - R/R
Remove and replace kitchen sink with a new stainless steel 20 gauge, deep bowl, 4-hole sink, complete with baskets. Fasten securely and caulk rim. Reconnect plumbing.
- These are additional addendum items (53 through 58) Sink to be deep bowl black porcelain \$ 375.00
- 54 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. Caulk around base of toilet complete. Provide new braided stainless flex supply line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.
- Replace broken toilet in powder room \$ 225.00
- 55 Outlet Installation (120)
Provide a 120 volt electric duplex receptacle per 2008 N.E.C. All branch circuits that supply 125-volt, single phase, 15 and 20 ampere receptacle outlets installed in dwelling unit bedrooms shall be protected by an arc-fault circuit interrupter(s). Cover plate shall be tamper resistant.
- Add exterior GFI at front door complete with bubble cover, including drywall repair. \$ 225.00
- 56 Carbon Monoxide Detector
Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.
- Add co detector in upstairs hall area \$ 125.00
- 57 Garage Door Opener
Provide and install missing garage door opener and provide opening devices (2 EA).
- Provide two (2) remote devices for existing garage door opener. \$ 100.00
- 58 General House Cleaning
Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.
- Very important that this be done thoroughly. \$ 350.00
- Total Cost of Addendum Items \$ 20,645.00

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


Housing Rehabilitation Specialist

May 8, 2012
Date

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this 22nd day of **May 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **Tucker Construction** (the "Contractor"), whose office is located at **800 N. Rainbow Blvd. #208, Las Vegas, Nevada 89107**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **3967 Empress Charm Court, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **45** business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Twenty-one Thousand Seven Hundred Five And 00/100 Dollars (\$21,705.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128

Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Second Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: Tucker Construction
800 N. Rainbow Blvd. #208
Las Vegas, NV 89107

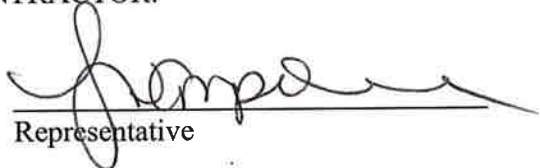
Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
Carolyn G. Goodman, Mayor Date

CONTRACTOR:

By: 
Representative

Contractor Information:

ATTEST:

 6/15/12
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: **Jennifer Wampole**
Address: 800 N. Rainbow Blvd. #208
Las Vegas, NV 89107

Phone:
NV CONTRACTOR License Number:
0050214

Approved as to form:

 5-23-12
Robert S. Sylvain, Date
Deputy City Attorney

Sarah Branson

From: jetdevelopment@aol.com
Sent: Tuesday, May 22, 2012 11:58 AM
To: Sarah Branson
Subject: contract

Hi

It is ok to change the contract by \$ 200.00 for my addition error \$ 21705.00

Have a great day

Thanks

Jennifer Wampole

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID INSTRUCTIONS

Attached is the bid information for the housing rehabilitation project located at **3967 Empress Charm Court, Las Vegas, NV 89129**. The bid walkthrough is scheduled for **10:00 A.M. on 5/7/12**. Bids are due no later than **2:00 P.M. on 5/14/12**. It is imperative that costs be placed on each line item including all addenda, and that all addendum items be included in the total bid amount. Each line item shall be rounded up or down to the nearest dollar amount. Bids must be hand delivered or mailed to: City of Las Vegas Economic and Urban Development Department, 495 S. Main Street, 6th Floor, Las Vegas, NV 89101. All bids shall be submitted in a sealed envelope. **FAXED, SCANNED OR E-MAILED BIDS WILL NOT BE ACCEPTED**. Contractors must attend the bid walkthrough to be eligible to submit a bid. If any required documentation that is lacking in your contractor's file at the time of bid submittal, your bid will not be considered as responsive. The bidder shall provide cost and pricing as requested on the Bid Request. Failure to submit a bid for any line item shall result in the bid being deemed non-responsive. The form must be completed in ink or typewritten and any corrections must be initialed by the Bidder's authorized representative prior to submission to the city of Las Vegas. The city of Las Vegas reserves the right to correctly compute all bids, make corrections for mathematical errors, and presented the bids on a bid correction sheet which outlines all corrections made by the city for the Bid. If there exists a conflict between the line item price and the total bid, the amount more beneficial to the city of Las Vegas will control unless the city of Las Vegas elects to proceed with the higher amount, and utilizing the higher amount does not displace the Bidder as the lowest responsible bidder Please contact me at **702-303-1642** with any questions you may have regarding this project.

Thank you,
Sarah Branson
Housing Rehab Specialist

Exhibit "A"

City of Las Vegas

Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/14/12

DATE BIDS RELEASED 5/1/12

Project City of Las Vegas
3967 Empress Charm Court
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 twentyone thousand five hundred Dollars: (\$ 21,505.00)

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.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: Tucker Construction
Address: 800 N Rainbow # 208
City, St, Zip: Las Vegas NV 89108
Phone: 474-4489
State Contractors License Number: 50214 Exp Date: 2/14

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 5/10/12

03. Exterior Wall Covering**13. 03.02 Repair Stucco**

Patch all holes in stucco to match exterior texture. Finish patch shall be ready for painting.

Quantity: 10.00 EA

\$ 150-

Exterior Wall Covering Subtotal \$

150-

07. Mechanical

15. 07.05 HVAC Split System (Attic Mounted Air Handler)
 Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. the air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) (New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER.

Quantity: 5.50 TON

\$ 10,800 -Mechanical Subtotal \$ 10,800 -

08. Plumbing

19. 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**

Quantity: 1.00 EA

\$ 900-

18. 08.14 Garbage Disposal - R/R
 Furnish and install new 1/2 h.p. garbage disposal. Provide electrical outlet and switch, as necessary. All electrical connections to meet 2008 National Electric Code. PROVIDE WARRANTY TO HOMEOWNER.

Quantity: 1.00 EA

\$ 150-

21. 08.21 Toilet Repair
 Replace all interior tank parts of toilet, including angle stop and supply line.

Quantity: 2.00 EA

\$ 100-

20. 08.67 Toe Stop
 Provide and install a new toe stop in the bathtub.

Quantity: 1.00 EA

\$ 25-

17. 08.75 Kitchen Faucet - R/R
 Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas representative.

Quantity: 1.00 EA

\$ 200-Plumbing Subtotal \$ 1375-

Exhibit "A"

09. Electrical

10. 09.15 Install Ceiling Fan w/light kit
Furnish and install a new five blade ceiling fan w/light kit. Provide blocking as necessary to secure fan to ceiling. Ensure fan is balanced for proper operation.

Quantity: 1.00 EA

\$ 200-

11. 09.33 Energy Efficient Light Bulbs
Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.

Quantity: 30.00 EA

\$ 150-

12. 09.51 Carbon Monoxide Detector
Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.

Quantity: 1.00 EA

\$ 100-Electrical Subtotal \$ 450-

10. Windows**22. 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 0.3 and a SHGC (solar heat gain coefficient) of 0.3. 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 with low VOC caulk and trim out as necessary. At least one window opening 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. Upstairs family room

Quantity: 2.00 EA

Windows Subtotal \$ 350\$ 350

Exhibit "A"

11. Doors

9. 11.49 Secondary Lock on Patio Slider

Provide a secondary lock for the existing slider.

Quantity: 1.00 EA

Doors Subtotal \$ 0 00

2/2/12
2

13. Construction

8. 13.35 Caulking
Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers.

Quantity: 150.00 LF

\$ 100-

7. 13.47 General House Cleaning

Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 LS

\$ 200-

Construction Subtotal \$

300-

16. Appliances**1. 16.01 Install Range**

Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.

Quantity: 1.00 EA

\$ 700 -

2. 16.04 Install Range Hood

Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.

Quantity: 1.00 EA

\$ 200 -

3. 16.05 Install Refrigerator

Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.

Quantity: 1.00 EA

\$ 1060 -

4. 16.06 Install Dishwasher

Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.

Quantity: 1.00 EA

\$ 520 -

Appliances Subtotal \$ 2480 -

17. Flooring

14. 17.12 Shampoo Carpeting
Shampoo carpeting throughout with a non-toxic cleaning solution. Work to be performed by a fully
licensed and bonded cleaning company.

Quantity: 1,800.00 SF \$ 300-

Flooring Subtotal \$ 300-

19. Clean Up/Permits

5. 19.01 Permits/Plans
Contractor is responsible in providing all permits/plans required by the City of Las Vegas Building and Safety Department. Contractor shall provide all plans as required.

Quantity: 1.00 LS

\$ 125-

6. 19.02 Fumigate Premises
Contractor shall have house interior "bombed" and exterior treated to eliminate insect infestation. This work shall be performed by a licensed and bonded pest control service. Contractor is responsible to clean-up and properly dispose of the dead insects after the structure has been treated. LICENSING SHALL BE PROVIDED TO THE CITY OF LAS VEGAS REPRESENTATIVE.

Quantity: 1.00 EA

\$ 100-Clean Up/Permits Subtotal \$ 225-

N04 Paint

16. N04.02.1 Interior Paint (HAP2/Scattered Sites)

7

Paint interior walls with satin **Polished Ivory**, ceilings with flat **Polar Bear**, doors and base with semi-gloss **Polar Bear** 10-year quality low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 3,800.00 SF

\$ 4500 -Paint Subtotal \$ 4500 -

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
3967 Empress Charm Court
Las Vegas, NV 89129

File No.:

Release Date: May 01, 2012

Item Addendum

- 1 Install Range**
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.
White
- 2 Install Range Hood**
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.
White
- 3 Install Refrigerator**
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.
White
- 4 Install Dishwasher**
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowatt-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.
White
- 9 Secondary Lock on Patio Slider**

Provide a secondary lock for the existing slider.
Delete from bid.
- 10 Install Ceiling Fan w/light kit**
Furnish and install a new five blade ceiling fan w/light kit. Provide blocking as necessary to secure fan to ceiling. Ensure fan is balanced for proper operation.
- Total of 2**

0.00
\$ Inc.

0.00
\$ Inc.

0.00
\$ Inc.

0.00
\$ Inc.

0.00
\$ 0.00

200.00
\$ 200.00

23 Landscaping

Remove dead grass and debris from front yard and backyard to a depth of 6" or 12" if the grass is Bermuda. Regrade with imported fill to grade level. Spray with emergent herbicide (such as Surflan). Install a fabric weed barrier. Leave existing plants and trees in front yard. Trim as necessary. Cover surface with a minimum of 2" of crushed rock (3/4") in color choice - gold, red, pink, tan, etc. Spray another 2 coatings of herbicide on the finished landscaping. Provide and install a drip irrigation system, complete with timing clock, to the plants if an irrigation system does not exist, FRONT Yard. All activity to conform with Nevada Revised Statutes (NRS) 116.330.

\$ 500.00

24 Weatherstripping

Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.

\$ 25.00

25 Pigeon Removal

Clean-up bird droppings and eliminate pigeon roosting.

\$ 50.00

Total Cost of Addendum Items

\$ 575.00

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

Sarah Branson

Housing Rehabilitation Specialist

May 7, 2012

Date

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this **22nd** day of **May 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **H & M Unlimited** (the "Contractor"), whose office is located at **1791 Juniper Twig, Las Vegas, Nevada 89183**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **8253 W Gilmore Avenue, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **60** business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Twenty-six Thousand Seven Hundred Eighty And 00/100 Dollars (\$26,780.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128

Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Second Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: H & M Unlimited
1791 Juniper Twig
Las Vegas, NV 89183

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

CONTRACTOR:

By: Carolyn Goodman
Carolyn G. Goodman, Mayor Date

By: [Signature]
Representative

ATTEST:
[Signature]
Beverly K. Bridges, MMC Date
City Clerk

Contractor Information:

Project Manager: **Tony Barksdale**
Address: 1791 Juniper Twig
Las Vegas, NV 89183

Phone:
NV CONTRACTOR License Number:
0072218

Approved as to form:

Robert S. Sylvain 5-23-12
Robert S. Sylvain Date
Deputy City Attorney

Exhibit "A"
City of Las Vegas
Economic and Urban Development Department

BID INSTRUCTIONS

Attached is the bid information for the housing rehabilitation project located at **8253 W Gilmore Avenue, Las Vegas, NV 89129**. The bid walkthrough is scheduled for **12:00 P.M.** on **5/7/12**. Bids are due no later than **2:00 P.M.** on **5/14/12**. It is imperative that costs be placed on each line item including all addenda, and that all addendum items be included in the total bid amount. Each line item shall be rounded up or down to the nearest dollar amount. Bids must be hand delivered or mailed to: City of Las Vegas Economic and Urban Development Department, 495 S. Main Street, 6th Floor, Las Vegas, NV 89101. All bids shall be submitted in a sealed envelope. **FAXED, SCANNED OR E-MAILED BIDS WILL NOT BE ACCEPTED**. Contractors must attend the bid walkthrough to be eligible to submit a bid. If any required documentation that is lacking in your contractor's file at the time of bid submittal, your bid will not be considered as responsive. The bidder shall provide cost and pricing as requested on the Bid Request. Failure to submit a bid for any line item shall result in the bid being deemed non-responsive. The form must be completed in ink or typewritten and any corrections must be initialed by the Bidder's authorized representative prior to submission to the city of Las Vegas. The city of Las Vegas reserves the right to correctly compute all bids, make corrections for mathematical errors, and presented the bids on a bid correction sheet which outlines all corrections made by the city for the Bid. If there exists a conflict between the line item price and the total bid, the amount more beneficial to the city of Las Vegas will control unless the city of Las Vegas elects to proceed with the higher amount, and utilizing the higher amount does not displace the Bidder as the lowest responsible bidder Please contact me at **702-303-1642** with any questions you may have regarding this project.

Thank you,
Sarah Branson
Housing Rehab Specialist

Exhibit "A"
City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/14/12

DATE BIDS RELEASED 5/1/12

Project City of Las Vegas
8253 W Gilmore Avenue
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Twenty Six Thousand Seven hundred eighty Dollars: (\$ 26,780)

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.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: A+M UNLTD. INC.
Address: 1791 JUNIPER TWIG
City, St, Zip: LAS VEGAS, NV 89183
Phone: 702-523-0117
State Contractors License Number: 0672218 Exp Date: 12/13

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 5/13/12

Exhibit "A"

General Specifications

1.	Kitchen Sink		
	Replace sink baskets	Quantity: 2.00 EA	\$ <u>201</u>
2.	Remove Tinting		
	Upstairs master bathroom.	Quantity: 2.00 EA	\$ <u>105</u>
19.	Remove Crown Molding		
	Around kitchen and family room. Paint to match existing	Quantity: 10.00 ft.	\$ <u>0</u>
21.	Remove Lighting		
	Remove all ceiling fans and repair electrical in all bedroom. Bedroom are wired for half/hots.	Quantity: 4.00 EA	\$ <u>0</u>
3.	Remove Plumbing		
	Remove plumbing coming from garage to exterior in front of home. Repair wall prepare for paint.	Quantity: 1.00 EA	\$ <u>0</u>
23.	Garage Door		
	Repair garage door trim and weather stripping.	Quantity: 1.00 EA	\$ <u>84</u>
		Doors Subtotal \$	<u>390-</u>

01. Roofing

47. 01.16 Repair Roof Tile

Repair/replace broken roof tile.

Quantity: 1.00 EA

\$ 121Roofing Subtotal \$ 121-

Exhibit "A"

04. Paint**34. 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: 8,500.00 SF

Paint Subtotal \$

3226 - \$ 3226

Exhibit "A"

08. Plumbing

41. 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**

Quantity: 1.00 EA

\$ 1127

36. 08.14 Garbage Disposal - R/R
 Furnish and install new 1/2 h.p. garbage disposal. Provide electrical outlet and switch, as necessary. All electrical connections to meet 2008 National Electric Code. PROVIDE WARRANTY TO HOMEOWNER.

Quantity: 1.00 EA

\$ 171

44. 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. Caulk around base of toilet complete. Provide new braided stainless flex supply line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.

Quantity: 3.00 EA

\$ 732

45. 08.23 Lav Faucet R/R
 Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet until the inspection has been completed.

Quantity: 5.00 EA

\$ 0

39. 08.27 Hose Bibb R/R
 Furnish and install 3/4" hose bib, and anti-siphon vacuum breakers, and properly fasten securely to structure at specified location. Seal wall penetration with expanding foam to prevent air infiltration.

Quantity: 2.00 EA

\$ 0

42. 08.42 Shower Head
 Provide and install a new U.S. EPA approved WaterSense style shower head that utilizes a maximum of 2.0 gallons per minute. Leave WaterSense decal on fixture for inspection purposes.

Quantity: 2.00 EA

\$ 0

43. 08.49 Toilet Paper Holder
 Provide and install a new toilet paper holder to match the existing style in the house.

Quantity: 3.00 EA

\$ 0

Exhibit "A"

08. Plumbing continued...

37.	08.52	Air Gap for Dishwasher Provide and install an air gap for the existing dishwasher.	Quantity: 1.00 EA	\$ <u>0</u>
38.	08.69	Drip Pan Provide and install a new drip pan under the water heater.	Quantity: 1.00 EA	\$ <u>0</u>
46.	08.74	Abandon Water Softener Abandon the existing water softener from the specified location and dispose of in a proper manner. Included is capping off all electrical and plumbing lines.	Quantity: 1.00 EA	\$ <u>105</u>
40.	08.75	Kitchen Faucet - R/R Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas representative.	Quantity: 1.00 EA	\$ <u>118</u>
Plumbing Subtotal \$ <u>2253</u>				

Exhibit "A"

09. Electrical

27. 09.06 Exterior Light R/R
Furnish and install new ENERGY STAR rated exterior light fixtures at existing locations. Exterior siding repair and touch-up paint is included for a professional finished product. New fixture shall be caulked with low VOC caulk on all sides with the exception of the bottom. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Quantity: 2.00 EA

\$ 104

28. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Quantity: 5.00 EA

\$ 200

29. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2009 IRC R313 and 2009 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. **Permit Required.** If detectors are hardwired make sure they are working properly.

Quantity: 6.00 EA

\$ 277

31. 09.33 Energy Efficient Light Bulbs
Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.

Quantity: 20.00 EA

\$ 140

30. 09.51 Carbon Monoxide Detector
Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.

Quantity: 1.00 EA

\$ 53Electrical Subtotal \$ 774

Exhibit "A"

10. Windows

49. 10.07 Install Screens
Furnish and install new aluminum window screens.

Quantity: 1.00 EA

\$ 30

48. 10.10 Slider Screen R/R
Furnish and install new screen door on sliding glass door.

Quantity: 1.00 LS

\$ 57

Windows Subtotal \$ 87-

Exhibit "A"

11. Doors

22. 11.05 Entry Lockset R/R
Provide entry lockset on specified doors. Key alike.
Quantity: 1.00 EA \$ 69
18. 11.19 Closet Door - Bipass or Bifold
Furnish and install hollow core, hardboard closet doors, complete with all track and hardware as applicable for the type of door installed. Doors shall be installed level and plumb. Adjust doors as necessary to ensure ease of operation.
Quantity: 1.00 EA \$ 172
20. 11.47 Replace Rated Door Garage/Dwelling.
Replace existing door with required 20 minute rated solid core door, complete with self closing hinges, and all necessary hardware. Door to be installed with swing of the door to the inside of the house.
Quantity: 1.00 EA \$ 245
24. 11.49 Secondary Lock on Patio Slider
Provide a secondary lock for the existing slider.
Quantity: 1.00 EA \$ 20
- Doors Subtotal \$ 506-

Exhibit "A"

13. Construction

16. 13.35 Caulking
Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers.

Quantity: 100.00 LF \$ 0

17. 13.47 General House Cleaning
Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 LS \$ 175

Construction Subtotal \$ 175

Exhibit "A"

14. Ceramic Tile

11. 14.03 Remove Ceramic Tile
Remove and properly dispose the existing ceramic tile and grout from the specified area. Master bedroom

Quantity: 1.00 EA \$ 392

10. 14.07 Regrout Tile
Regrout existing tile in the specified area(s). Master bath

Quantity: 170.00 SF \$ 0

Ceramic Tile Subtotal \$ 392

Exhibit "A"

15. Cabinets

9. 15.05 Repair Cabinets
Re-attach cabinets properly. Repair all broken drawers, guides, door, hinges, and handles to match existing as closely as possible. Drawer in island.

Quantity: 2.00 EA

\$ 0

Cabinets Subtotal \$ 0

17. Flooring

32. 17.19 Install Laminate Flooring
Provide and install new laminate flooring with pad and vapor barrier in specified location(s.) Laminate shall have at a minimum 8 ml thickness with interlocking tongue and groove. Removal of existing flooring is included. Master bedroom

Quantity: 250.00 SF

\$ 1348

Flooring Subtotal \$ 1348-

Exhibit "A"

19. Clean Up/Permits

- | | | |
|-----|-------|--|
| 12. | 19.01 | <p>Permits/Plans</p> <p>Contractor is responsible in providing all permits/plans required by the City of Las Vegas Building and Safety Department. Contractor shall provide all plans as required.</p> <p style="text-align: right;">Quantity: 1.00 LS \$ <u>0</u></p> |
| 13. | 19.02 | <p>Fumigate Premises</p> <p>Contractor shall have house interior "bombed" and exterior treated to eliminate insect infestation. This work shall be performed by a licensed and bonded pest control service. Contractor is responsible to clean-up and properly dispose of the dead insects after the structure has been treated. LICENSING SHALL BE PROVIDED TO THE CITY OF LAS VEGAS REPRESENTATIVE.</p> <p style="text-align: right;">Quantity: 1.00 EA \$ <u>210</u></p> |
| 15. | 19.03 | <p>Remove Debris</p> <p>Contractor is responsible for removal of all debris from house, yard and surrounding area, and dispose of in a proper manner include backyard debris.</p> <p style="text-align: right;">Quantity: 1.00 LS \$ <u>0</u></p> |
| 14. | 19.05 | <p>Pigeon Removal</p> <p>Clean-up bird droppings and eliminate pigeon roosting.</p> <p style="text-align: right;">Quantity: 1.00 LS \$ <u>0</u></p> |
| | | <p>Clean Up/Permits Subtotal \$ <u>210-</u></p> |

N04 Paint

35. N04.02. Interior Paint (HAP2/Scattered Sites)
 17 Paint interior walls with satin **Polished Ivory**, ceilings with flat **Polar Bear**, doors and base with semi-gloss **Polar Bear** 10-year quality low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations. **This color scheme and paint type shall be utilized throughout the structure except for the Kitchen and Bathrooms and wherever else specified.**

Quantity: 5,000.00 SF

\$ 845Paint Subtotal \$ 845

N07 Mechanical

33. N07.05 HVAC Split System (Attic Mounted Air Handler)
 Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new air filter with a MERV of 6 or less. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER.

Quantity: 5.00 TON

\$ 8900

Mechanical Subtotal \$

8900

Per Addendum

Exhibit "A"

N09 Electrical

25. N09.01 Repair 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 2008 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. Include removing upstairs wiring from bedrooms.

Quantity: 1.00 EA

\$ 36026. N09.02. GFCI Receptacles
04

Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. **Permit Required. Replace outdated GFCI's**

Quantity: 2.00 EA

\$ 0Electrical Subtotal \$ 360 -

Exhibit "A"

N15 Cabinetry

8. N15.05 Repair Cabinets
Re-attach cabinets properly. Repair all broken drawers, guides, door, hinges, and handles to match existing as closely as possible.

Drawers in kitchen island.

Quantity: 2.00 EA

\$ 0

Cabinetry Subtotal \$ 0

Exhibit "A"

N16 Appliances

4. N16.01 Install Range
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.
- Quantity: 1.00 EA \$ 618
5. N16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.
- Quantity: 1.00 EA \$ 162
7. N16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 21 cu. ft. and maximum size 23 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.
- Quantity: 1.00 EA \$ 650
6. N16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to 2008 National Electric Code and 2009 Uniform Plumbing Code.
- Quantity: 1.00 EA \$ 534
- Appliances Subtotal \$ 1964

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
8253 W Gilmore Avenue
Las Vegas, NV 89129

File No.:

Release Date: May 01, 2012

Item Addendum

1 Kitchen Sink

Replace sink baskets

REMOVE FROM BID

\$ 0

2 Remove Tinting

Upstairs master bathroom.

Add one window in dining area.

\$ 0

5 Install Range Hood

Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.

Do not vent outside. Color to be white.

\$ 0

6 Install Dishwasher

Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowatt-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to 2008 National Electric Code and 2009 Uniform Plumbing Code.

Color to be white.

\$ 0

7 Install Refrigerator

Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 21 cu. ft. and maximum size 23 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.

Color to be white.

\$ 0

8 Repair Cabinets

Re-attach cabinets properly. Repair all broken drawers, guides, door, hinges, and handles to match existing as closely as possible.

Drawers in kitchen island.

REMOVE FROM BID

\$ 0

10 RegROUT Tile

RegROUT existing tile in the specified area(s). Master bath

REMOVE FROM BID
21 Remove Lighting\$ 5

Remove all ceiling fans and repair electrical in all bedroom. Bedroom are wired for half/hots.

Include repair, texture and paint of ceiling where wiring has been removed.

\$ 136

28 Interior Light R/R

Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

\$ 0

Finish to be Polished Brass to match existing fixtures.

32 Install Laminate Flooring

Provide and install new laminate flooring with pad and vapor barrier in specified location(s.) Laminate shall have at a minimum 8 ml thickness with interlocking tongue and groove. Removal of existing flooring is included. Master bedroom

\$ 0

Color to be Royal Mahogany

33 HVAC Split System (Attic Mounted Air Handler)

Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new air filter with a MERV of 6 or less. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER.

Unit size 6 ton. Leave existing line sets.

\$ 0

35 Interior Paint (HAP2/Scattered Sites)

Paint interior walls with satin **Polished Ivory**, ceilings with flat **Polar Bear**, doors and base with semi-gloss **Polar Bear** 10-year quality low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations. **This color scheme and paint type shall be utilized throughout the structure except for the Kitchen and Bathrooms and wherever else specified.**

Only bid to paint the kitchen, dining area and family room with the above spec. Include repairs and paint for garage.

\$ 0**37 Air Gap for Dishwasher**

Provide and install an air gap for the existing dishwasher.

\$ 0**REMOVE FROM BID****41 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**

Include repair of water heater stand.

\$ 0**45 Lav Faucet R/R**

Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet until the inspection has been completed.

REPAIR ONLY -INCLUDE NEW STOPPERS\$ 60**47 Repair Roof Tile**

Repair/replace broken roof tile.

Total of 2\$ 0**50 Kitchen Sink - R/R**

ADDED TO BID -Remove and replace kitchen sink with a new stainless steel 20 gauge, deep bowl, 4-hole sink, complete with baskets. Fasten securely and caulk rim. Reconnect plumbing.

\$ 201**51 Ceramic Floor Tile (NSP all sites)**

ADDED TO BID -Provide and install new 12" X 12" or 16" X 16" ceramic tile on the floor in the specified location(s.) Tile shall be installed level and flush in a workmanlike manner. Grout and seal all joints. Color to be Mesa Beige. Include closets.

\$ 481

52 Install Wood Base

ADDED TO BID -Furnish and install wood base at specified areas (generally in areas with carpeting or wood flooring). Base to be 3-1/4" or match existing. Paint with a 10-year quality semi-gloss low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) Master bedroom, bathroom and area in kitchen by refrigerator.

\$ 214

53 Missing 1/4" Mesh At Combustion Air Openings

ADDED TO BID -Replace missing 1/4" mesh at combustion air openings in garage.

\$ 0

54 Base Cabinet Repair

ADDED TO BID -skin under sink in the kitchen and master bathroom.

\$ 117

55 Exterior Door R/R (Metal)

ADDED TO BID -Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, R-4 insulated door front entry door. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset and a 1600 vision security peephole. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look. Door is to be pre-hung.

\$ 245

56 Landscaping

ADDED TO BID -Remove dead grass and debris from front yard to a depth of 6" or 12" if the grass is Bermuda. Regrade with imported fill to grade level. Spray with emergent herbicide (such as Surflan). Install a fabric weed barrier. Use existing plants and bushes. Cover surface with a minimum of 2" of crushed rock (3/4") in color choice - gold, red, pink, tan, etc. Spray another 2 coatings of herbicide on the finished landscaping. Place two (2) - 2' x 2' x 3' - approximate size accent boulders to finish landscaping. Provide and install a drip irrigation system, complete with timing clock, to the plants if an irrigation system does not exist. Cap off and abandon all unused drip lines. Abandon the existing anti-siphon valve and install a new pressure vacuum breaker and pressure regulator filter. All activity to conform with Nevada Revised Statutes (NRS) 116.330. Include removal of dead trees in backyard and spray and removal of weeds.

\$ 2200

57 Electric Outlet Gaskets

ADDED TO BID -Provide and install rubber gaskets behind the cover plates on all electric duplex receptacles and switches that are located on the interior of all perimeter walls of the structure.

\$ 0

58 Iron Gate

ADDED TO BID -Provide and install a new wrought iron gate in the specified location. Included are anchored hinges, self closing springs and closing latches. Gate to be painted black or white for a finished product. Install a stationary section of approx. 9'6" and a standard 36" gate. Height to be approx. 5' or level with existing block wall.

\$ 575

Total Cost of Addendum Items

\$ 5229 -

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

Sarah Branson

Housing Rehabilitation Specialist

May 8, 2012

Date

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this 22nd day of **May 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **Vision Builders** (the "Contractor"), whose office is located at **1951 Sutro Lane, Las Vegas, Nevada 89106**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **3736 Beacon Point, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **60** business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Thirty-one Thousand Forty-seven And 00/100 Dollars (\$31,047.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Second Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: Vision Builders
1951 Sutro Lane
Las Vegas, NV 89106

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

By: Carolyn G. Goodman
Carolyn G. Goodman, Mayor Date

CONTRACTOR:

By: Walter Jones
Representative

Contractor Information:

ATTEST:

Beverly K. Bridges 6/6/12
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: **Walter Jones**
Address: 1951 Sutro Lane
Las Vegas, NV 89106

Phone:
NV CONTRACTOR License Number:
0074754

Approved as to form:

Robert S. Sylvain 5-23-12
Robert S. Sylvain Date
Deputy City Attorney

Exhibit "A"
City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/14/12

DATE BIDS RELEASED 5/2/12

Project _City of Las Vegas
3736 Beacon Point
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Thirty One Thousand and no/100 Dollars: (\$ 31,047.00)

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) compliance.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: Vision Builder
Address: 1951 Sutra Lane
City, St, Zip: LV NV 89166
Phone: 205-3417
State Contractors License Number: B-2-0074754 Exp Date: 04/2014

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 05/13/2012

General Specifications

1. Kitchen Cabinets
Remove all shelf paper from cabinets and drawers. Paint any areas that need it. Repair under kitchen sink.
Quantity: 1.00 EA \$ 40.00
2. Water Heater Stand
Construct new water heater stand.
Quantity: 1.00 EA \$ 225.00
44. Caulking
Caulk around all exterior lights.
Quantity: 3.00 EA \$ 65.00
- Plumbing Subtotal \$ 330.00

03. Exterior Wall Covering

32. 03.02 Repair Stucco
Patch all holes in stucco to match exterior texture. Finish patch shall be ready for painting. Include exterior paint to match existing.

Quantity: 20.00 EA

\$ 200.00Exterior Wall Covering Subtotal \$ 200.00

06. Concrete

11. 06.01 Remove Concrete
Remove and properly dispose of all damaged concrete in the back yard..

fill in hole

Quantity: 200.00 SF

\$ 0

Concrete Subtotal \$ 0

04. Paint

41. 04.02 Interior Paint

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

Quantity: 400.00 SF

\$ 800.00

39. 04.03 Paint Doors

Prepare and paint all wood trim and doors with 10-year quality semi-gloss enamel low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) All surfaces shall be free from holes, defects and irregularities. Paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 7.00 EA

\$ 250.00

40. 04.05 Stain-Kilz

Stain Kilz all specified areas to ensure no bleed- through after finish coat has been applied.

Quantity: 2.00 EA

\$ 225.00Paint Subtotal \$ 1275.00

07. Mechanical

37. 07.03 HVAC Packaged Unit

Provide and install a new ENERGY STAR rated 14 SEER HVAC packaged unit. If located on the roof the installation shall include a new metal stand, roof jack and painted condensation line. New programmable thermostat shall be included. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). New system shall be sized with new Manual J and Manual S 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 conditioned. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering). 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 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure leakage is within 5% of the square footage area of the unconditioned space. Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER. Heat Pump shall contain one (1) 5KW heat strip complete with double disconnects.

Quantity: 3.50 TON \$ 9880.00

33. 07.07 Repair Gate

Gate needs to have properly latch install to ensure proper operation.

Quantity: 1.00 EA \$ 0

Fencing Subtotal \$ 9880.00

08. Plumbing

42. 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**

Quantity: 1.00 EA

\$ 780.00

43. 08.27 Hose Bibb R/R

Furnish and install 1/2" or 3/4" hose bib, and anti-siphon vacuum breakers, and properly fasten securely to structure at specified location. Seal wall penetration with expanding foam to prevent air infiltration.

Quantity: 2.00 EA

\$ 60.00Plumbing Subtotal \$ 840.00

09. Electrical continued...

23. 09.54 Bubble Covers

Install Bubble covers on existing exterior GFI receptacles

Quantity: 2.00 EA

\$ 35.00

Electrical Subtotal \$ 1665.00

Exhibit "A"

09. Electrical

22. 09.02 GFCI Receptacles
Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover.
Permit Required.
Quantity: 2.00 EA \$ 0
29. 09.06 Exterior Light R/R
Furnish and install new ENERGY STAR rated exterior light fixtures at existing locations. Exterior siding repair and touch-up paint is included for a professional finished product. New fixture shall be caulked with low VOC caulk on all sides with the exception of the bottom. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.
Quantity: 1.00 EA \$ 100.00
30. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative. 4-flush mount and 1-hanging for the dining area.
Quantity: 5.00 EA \$ 275.00
27. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2009 IRC R313 and 2009 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. **Permit Required.**
Ensure all existing smoke detectors are working properly.
Quantity: 5.00 EA \$ 225.00
26. 09.15 Install Ceiling Fan w/light kit
Furnish and install a new five blade ceiling fan w/light kit. Provide blocking as necessary to secure fan to ceiling. Ensure fan is balanced for proper operation.
Quantity: 3.00 EA \$ 310.00
25. 09.17 Door Bell
Provide a door bell, complete with wiring, at location specified by home owner. Doorbell can be wireless or electrical.
Quantity: 1.00 EA \$ 75.00
31. 09.22 Rewire Existing Wiring
Remove existing wiring to eliminate violations, illegal splices, etc.
Remove all loose, disconnected, frayed, dead end, improperly hung or temporary wiring. Disconnect and remove any taps or splices, permanent or temporary, that do not comply with 2008 National Electric Code. All exterior electrical wiring to be encased in conduit.
Quantity: 1.00 EA \$ 100.00
28. 09.33 Energy Efficient Light Bulbs
Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.
Quantity: 40.00 EA \$ 500.00
24. 09.51 Carbon Monoxide Detector
Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.
Quantity: 1.00 EA \$ 45.00

Exhibit "A"

11. Doors

15.	11.05	Entry Lockset R/R Provide entry lockset on specified doors. Key alike.	Quantity: 1.00 EA	\$ <u>5</u>
20.	11.07	Weatherstripping Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.	Quantity: 2.00 EA	\$ <u>5</u>
19.	11.18	Door Knob Bed/Bath Provide privacy lockset on bedroom and bathroom doors as specified.	Quantity: 2.00 EA	\$ <u>5</u>
18.	11.24	Door Stops Provide door stops on all doors in the specified location(s.).	Quantity: 7.00 EA	\$ <u>5</u>
14.	11.25	R/R Garage Door Remove and properly dispose existing door and all hardware. Furnish and install a new sectional, raised panel design, 25 gauge steel door of the same style as existing, complete with laser safety devices. Contractor is responsible for any modifications to the existing opening as for a proper fit of the new door. Remote opener is optional.	Quantity: 1.00 EA	\$ <u>5</u>
17.	11.41	R/R Slider Remove damaged door and frame and replace with equal, including all appropriate hardware and screens.	Quantity: 1.00 EA	\$ <u>5</u>
16.	11.47	Replace Rated Door Garage/Dwelling. Replace existing door with required 20 minute rated solid core door, complete with self closing hinges, and all necessary hardware. Door to be installed with swing of the door to the inside of the house. Include lock set	Quantity: 1.00 EA	\$ <u>5</u>
			Doors Subtotal \$	<u>5</u>

10. Windows

46. 10.07 Install Screens
Furnish and install new aluminum window screens.

Quantity: 11.00 EA \$ 558.00

45. 10.10 Slider Screen R/R
Furnish and install new screen door on sliding glass door.

Quantity: 1.00 LS \$ 125.00

Windows Subtotal \$ 675.00

12. Drywall

21. 12.01 Repair Walls/Ceilings
Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.

Quantity: 20.00 SF \$ 125.00

Drywall Subtotal \$ 125.00

13. Construction

12. 13.35 Caulking
Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers. Include exterior lights. Include all windows.

Quantity: 200.00 LF \$ 100.00

13. 13.47 General House Cleaning
Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 LS \$ 400.00

Construction Subtotal \$ 500.00

14. Ceramic Tile

8. 14.05 Clean Ceramic Tile
Clean the ceramic tile and grout in the specified location. Vinegar and water or muriatic acid diluted with water shall be used as the cleaning solution. Downstairs.

Quantity: 850.00 SF

\$ 275.00Ceramic Tile Subtotal \$ 275.00

16. Appliances

4. 16.01 Install Range
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. **Color to be white** Gas units are exempt from the ENERGY STAR rating.

Quantity: 1.00 EA

\$ 0

5. 16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary. **Color to be white.**

Quantity: 1.00 EA

\$ 0

6. 16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. **Color to be white.**

Quantity: 1.00 EA

\$ 0

7. 16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code. **Color to be white.**

Quantity: 1.00 EA

\$ 0Appliances Subtotal \$ 0

17. Flooring

34. 17.11 Install Ceramic Tile
Provide and install new ceramic floor tiles and grout to match existing. Tiles to be glued to the concrete slab with "Thinset" or another approved adhesive. Removal of existing flooring is included. Install ceramic tile in the upstairs bathrooms.

Quantity: 110.00 SF

\$ 330.00Flooring Subtotal \$ 330.00

19. Clean Up/Permits

9. 19.01 Permits/Plans

Contractor is responsible in providing all permits/plans required by the City of Las Vegas Building and Safety Department. Contractor shall provide all plans as required.

Quantity: 1.00 LS \$ 200.00

10. 19.02 Fumigate Premises

Contractor shall have house interior "bombed" and exterior treated to eliminate insect infestation. This work shall be performed by a licensed and bonded pest control service. Contractor is responsible to clean-up and properly dispose of the dead insects after the structure has been treated. LICENSING SHALL BE PROVIDED TO THE CITY OF LAS VEGAS REPRESENTATIVE.

Quantity: 1.00 EA \$ 100.00

Clean Up/Permits Subtotal \$ 300.00

25. General Specifications

3. 25.13 Baseboard

Install baseboard to match existing. Ensure proper fit.

Quantity: 24.00 LF

\$ 250.00

Subtotal \$ 200.00

N04 Paint

38. N04.02.1 Interior Paint (HAP2/Scattered Sites)
7 Paint interior walls with satin **Polished Ivory**, ceilings with flat **Polar Bear**, doors and base with semi-gloss **Polar Bear** 10-year quality low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations. **This color scheme and paint type shall be utilized throughout the structure except for the Kitchen and Bathrooms and wherever else specified. Kitchen and bathrooms to be semi-gloss.**

Quantity: 2,700.00 SF

\$ 300600Paint Subtotal \$ 300600

N21 Landscaping

36. N21.05 Desert Adapted Drought Tolerant Plants
Ensure that all irrigation/drip system is working properly to all live plants. Replace the PVB valve.

Quantity: 1.00 EA \$ 0

35. N21.07 Trim Bushes and Trees
Trim bushes and trees against the dwelling or where encroaching on fences, walls, etc. Remove all pruning debris and trim the bushes and trees in such a manner to promote health growth and be attractive to the eye. **Trim all palms in front and side yard.**

Quantity: 1.00 LS \$ 0

Landscaping Subtotal \$ 0

City of Las Vegas
Economic and Urban Development 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

_City of Las Vegas
3736 Beacon Point
Las Vegas, NV 89129
File No.:
Release Date: May 02, 2012

Item Addendum

- | | | |
|-----------|---|--------------------|
| 4 | Install Range
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white Gas units are exempt from the ENERGY STAR rating.

Black | <u>\$ 620.00</u> |
| 5 | Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary. Color to be white.

Black | <u>\$ 320.00</u> |
| 6 | Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white.

Black | <u>\$ 1,069.00</u> |
| 7 | Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code. Color to be white.

Black | <u>\$ 462.00</u> |
| 11 | Remove Concrete
Remove and properly dispose of all damaged concrete in the back yard..

Leave concrete. Remove old wiring and fill in hole. Paint | <u>\$ 100.00</u> |
| 14 | R/R Garage Door
Remove and properly dispose existing door and all hardware. Furnish and install a new sectional, raised panel design, 25 gauge steel door of the same style as existing, complete with laser safety devices. Contractor is responsible for any modifications to the existing opening as for a proper fit of the new door. Remote opener is optional.

Include new garage door opener. | <u>\$ 1125.00</u> |

- 18 Door Stops
Provide door stops on all doors in the specified location(s.).
Total of 15 \$ 40.00
- 19 Door Knob Bed/Bath
Provide privacy lockset on bedroom and bathroom doors as specified.
Total of 10 \$ 225.00
- 20 Weatherstripping
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.
REMOVE FROM BID -INCLUDE WITH NEW ENTRY DOOR. \$ 365.00
- 22 GFCI Receptacles
Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. **Permit Required.**
Include locating and replacing the GFI in the garage. \$ 250.00
- 33 Repair Gate
Gate needs to have properly latch install to ensure proper operation.
Replace gate. \$ 200.00
- 36 Desert Adapted Drought Tolerant Plants
Ensure that all irrigation/drip system is working properly to all live plants. Replace the PVB valve.
Remove dead grass and debris from front yard to a depth of 6" or 12" if the grass is Bermuda. Regrade with imported fill to grade level. Spray with emergent herbicide (such as Surflan). Install a fabric weed barrier. Cover surface with a minimum of 2" of crushed rock (3/4") in color choice - gold, red, pink, tan, etc. Spray another 2 coatings of herbicide on the finished landscaping. Provide and install a drip irrigation system, complete with timing clock, to the plants if an irrigation system does not exist. All activity to conform with Nevada Revised Statutes (NRS) 116.330. Include clean up of back yard. \$ 1200.00
- 47 Exterior Paint
ADDED TO BID -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. Sq. ft. is approximate \$ 3100.00
- 48 Garbage Disposal - R/R
ADDED TO BID -Furnish and install new 1/2 h.p. garbage disposal. Provide electrical outlet and switch, as necessary. All electrical connections to meet 2008 National Electric Code. PROVIDE WARRANTY TO HOMEOWNER. \$ 350.00
- 49 Handrail
ADDED TO BID -Replace handrail hardware. \$ 100.00
- 50 Exterior Door R/R (Metal)
ADDED TO BID -Furnish and install a new pre-hung 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, R-4 insulated door, at front entry. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset and a 1600 vision security peephole. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look. \$ 225.00
- 51 Cabinet Handles
ADDED TO BID -Replace all handles and knobs on all cabinets. \$ 150.00

52 Epoxy-Coat Garage Floor Coating

Coating is to be mildew resistant, fade resistant, paint and primer in one and low odor formula. Scrape and clean garage floor and apply epoxy coat garage floor coating. Follow instruction on cleaning prior to applying and dry time.

ADDED TO BID\$ 725.00**53 Base Cabinet Repair**

Remove the deteriorated wood from the interior of base cabinet under the sink. Replace with new 1/2" plywood. Utilize screws for fastening.

ADDED TO BID\$ 100.00**54 Closet Door - Bipass or Bifold**

Furnish and install hollow core, hardboard closet doors, complete with all track and hardware as applicable for the type of door installed. Doors shall be installed level and plumb. Adjust doors as necessary to ensure ease of operation.

ADDED TO BID\$ 200.00**55 Replace Spud**

Provide and install a new spud in the bathtub in order to receive a toe tap stopper.

ADDED TO BID\$ 30.00**56 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. Caulk around base of toilet complete. Provide new braided stainless flex supply line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.

ADDED TO BID\$ 435.00**57 Bathroom Sink**

Replace upstairs hall bath pop up drain.

ADDED TO BID\$ 20.00**58 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. Caulk around base of toilet complete. Provide new braided stainless flex supply line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.

ADDED TO BID\$ 0**59 Repair Windows**

Repair all windows to function properly and to lock securely. Bedroom #1

ADDED TO BID\$ 35.00**Total Cost of Addendum Items**\$ 11,452.00**THE CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM**Sarah Branson**Housing Rehabilitation Specialist**May 9, 2012**Date**

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this **22nd** day of **May 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **Better Building Performance** (the "Contractor"), whose office is located at **4670 South Polaris, Las Vegas, Nevada 89103**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **8131 Defiance Avenue, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **60** business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Forty-eight Thousand Two Hundred Twenty-four And 00/100 Dollars (\$48,224.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Second Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: Better Building Performance
4670 South Polaris
Las Vegas, NV 89103

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

CONTRACTOR:

By: Carolyn G. Goodman
Carolyn G. Goodman, Mayor Date

By: [Signature] . 5.29.12
Representative

Contractor Information:

ATTEST:

Beverly K. Bridges 6/1/2012
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: **Kelly Thomas**
Address: 4670 South Polaris
Las Vegas, NV 89103

Phone:
NV CONTRACTOR License Number:
0076040

Approved as to form:

Robert S. Sylvain 5-23-12
Robert S. Sylvain, Date
Deputy City Attorney

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID INSTRUCTIONS

Attached is the bid information for the housing rehabilitation project located at **8131 Defiance Avenue, Las Vegas, NV 89129**. The bid walkthrough is scheduled for **1:00 P.M. on 5/8/12**. Bids are due no later than **2:00 P.M. on 5/15/12**. It is imperative that costs be placed on each line item including all addenda, and that all addendum items be included in the total bid amount. Each line item shall be rounded up or down to the nearest dollar amount. Bids must be hand delivered or mailed to: City of Las Vegas Economic and Urban Development Department, 495 S. Main Street, 6th Floor, Las Vegas, NV 89101. All bids shall be submitted in a sealed envelope. **FAXED, SCANNED OR E-MAILED BIDS WILL NOT BE ACCEPTED**. Contractors must attend the bid walkthrough to be eligible to submit a bid. If any required documentation that is lacking in your contractor's file at the time of bid submittal, your bid will not be considered as responsive. The bidder shall provide cost and pricing as requested on the Bid Request. Failure to submit a bid for any line item shall result in the bid being deemed non-responsive. The form must be completed in ink or typewritten and any corrections must be initialed by the Bidder's authorized representative prior to submission to the city of Las Vegas. The city of Las Vegas reserves the right to correctly compute all bids, make corrections for mathematical errors, and presented the bids on a bid correction sheet which outlines all corrections made by the city for the Bid. If there exists a conflict between the line item price and the total bid, the amount more beneficial to the city of Las Vegas will control unless the city of Las Vegas elects to proceed with the higher amount, and utilizing the higher amount does not displace the Bidder as the lowest responsible bidder Please contact me at **702-303-1642** with any questions you may have regarding this project.

Thank you,
Sarah Branson
Housing Rehab Specialist

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/15/12

DATE BIDS RELEASED 5/3/12

Project City of Las Vegas
8131 Defiance Avenue
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 FOURTY EIGHT THOU. TWO HUND ~~on~~ TWENTY Dollars: (\$ 48,224)
FOUR.

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.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: BETTER BUILDING PERFORMANCE
Address: 4670 S. POLARIS
City, St, Zip: LAS VEGAS, NV 89103
Phone: 702-256-2212
State Contractors License Number: B20076040 & C30076039 Exp Date: 5/13/13

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 5/15/12

General Specifications

1. Fireplace Maintenance
Have fireplace maintenance performed.

Quantity: 1.00 EA

\$ 95

Subtotal \$ 95

04. Paint

35. 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. **Paint rafter tails, fascia and soffit.**

Quantity: 300.00 SF

\$ 550

36. 04.03 Paint Doors

Prepare and paint all wood trim and doors with 10-year quality semi-gloss enamel low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) All surfaces shall be free from holes, defects and irregularities. Paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 15.00 EA

\$ 550Paint Subtotal \$ 1,100

07. Mechanical

33. 07.05 HVAC Split System (Attic Mounted Air Handler)
Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER.

Quantity: 3.50 TON

\$ 9,500Mechanical Subtotal \$ 9,500

Exhibit "A"

08. Plumbing

- | | | | |
|-----|-------|--|--|
| 41. | 08.14 | <p>Garbage Disposal - R/R</p> <p>Furnish and install new 1/2 h.p. garbage disposal. Provide electrical outlet and switch, as necessary. All electrical connections to meet 2008 National Electric Code. PROVIDE WARRANTY TO HOMEOWNER.</p> | <p>Quantity: 1.00 EA</p> <p>\$ <u>348⁻</u></p> |
| 49. | 08.19 | <p>Toilet R/R</p> <p>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. Caulk around base of toilet complete. Provide new braided stainless flex supply line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>300⁻</u></p> |
| 38. | 08.27 | <p>Hose Bibb R/R</p> <p>Furnish and install 3/4" hose bib, and anti-siphon vacuum breakers, and properly fasten securely to structure at specified location. Seal wall penetration with expanding foam to prevent air infiltration.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>225⁻</u></p> |
| 47. | 08.35 | <p>Bathroom Sink</p> <p>R/R the existing bathroom sink with a new sink of the same shape and color. Properly attach to vanity/counter using a trim ring, caulking, and clamps if required.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>412⁻</u></p> |
| 40. | 08.40 | <p>Exterior Plumbing</p> <p>Clean up the exterior plumbing by eliminating any excess water lines, valves, spigots, etc. that are unnecessary and properly connecting all lines for proper operation.</p> | <p>Quantity: 1.00 LS</p> <p>\$ <u>75⁻</u></p> |
| 48. | 08.42 | <p>Shower Head</p> <p>Provide and install a new U.S. EPA approved WaterSense style shower head that utilizes a maximum of 2.0 gallons per minute. Leave WaterSense decal on fixture for inspection purposes.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>150⁻</u></p> |
| 45. | 08.49 | <p>Toilet Paper Holder</p> <p>Provide and install a new toilet paper holder to match the existing style in the house.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>25⁻</u></p> |
| 39. | 08.52 | <p>Air Gap for Dishwasher</p> <p>Provide and install an air gap for the existing dishwasher.</p> | <p>Quantity: 1.00 EA</p> <p>\$ <u>20⁻</u></p> |
| 44. | 08.61 | <p>Abandon Reverse Osmosis System</p> <p>Abandon the reverse osmosis water treatment system from under kitchen sink.</p> | <p>Quantity: 1.00 EA</p> <p>\$ <u>225⁻</u></p> |
| 43. | 08.67 | <p>Toe Stop</p> <p>Provide and install a new toe stop in the bathtub.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>120⁻</u></p> |

Exhibit "A"

08. Plumbing continued...

42. 08.75 Kitchen Faucet - R/R

Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas representative.

Quantity: 1.00 EA

\$ 300

46. 08.77 Shower Diverter Valve

Remove the existing shower diverter valve and replace with new to match existing color and style.

Quantity: 1.00 EA

\$ 225

Plumbing Subtotal \$ 2,425

Exhibit "A"

09. Electrical

29. 09.05 Install Cover Plates
Provide new receptacle and switch cover plates to match existing as required throughout. Receptacles shall be tamper resistant.

Quantity: 62.00 EA

\$ 613

27. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative. Three hanging, one in dining area, one in dining room and one at the entry.

Quantity: 4.00 EA

\$ 540

21. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2009 IRC R313 and 2009 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. **Permit Required. Ensure all detector are working properly and replace if needed.**

Quantity: 5.00 EA

\$ 450

26. 09.15 Install Ceiling Fan w/light kit
Furnish and install a new five blade ceiling fan w/light kit. Provide blocking as necessary to secure fan to ceiling. Ensure fan is balanced for proper operation. In living area if electrical is up to code.

Quantity: 1.00 EA

\$ 270

24. 09.17 Door Bell
Provide a door bell, complete with wiring, at location specified by home owner. Doorbell can be wireless or electrical.

Quantity: 1.00 EA

\$ 150

30. 09.22 Existing Wiring
Remove any wiring to eliminate violations, illegal splices, etc.
Remove all loose, disconnected, frayed, dead end, improperly hung or temporary wiring. Disconnect and remove any taps or splices, permanent or temporary, that do not comply with 2008 National Electric Code. All exterior electrical wiring to be encased in conduit.

Quantity: 1.00 EA

\$ 180

23. 09.32 Coach Lighting
Install ENERGY STAR rated coach lighting fixture with ENERGY STAR rated compact florescent bulb in specified locations. Match existing lighting style.

Quantity: 3.00 EA

\$ 150

25. 09.33 Energy Efficient Light Bulbs
Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.

Quantity: 62.00 EA

\$ 521

20. 09.51 Carbon Monoxide Detector
Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.

Quantity: 1.00 EA

\$ 95

Exhibit "A"

09. Electrical continued...

22. 09.54 Bubble Covers

Install Bubble covers on existing exterior GFI receptacles

Quantity: 2.00 EA

\$ 60

Electrical Subtotal \$ 3,029

10. Windows**53. 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 0.3 and a SHGC (solar heat gain coefficient) of 0.3. 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 with low VOC caulk and trim out as necessary. At least one window opening 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. **Two in master bath to be obscured.**

Quantity: 17.00 EA

\$ 6,975**54. 10.17 Sliding Glass Door**

Furnish and install a new 6' X 6'8" vinyl clad, dual pane low-e sliding glass door complete with screen and all hardware. Sliding glass door to have a minimum U-value of .4. Ensure sliding glass door is 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.

Quantity: 1.00 EA

\$ 1,302**Windows Subtotal \$ 8,277**

Exhibit "A"

11. Doors

- | | | | | |
|-----|-------|--|-------------------|---------------------------|
| 14. | 11.05 | Entry Lockset R/R
Provide entry lockset on specified doors. Key alike. | Quantity: 1.00 EA | \$ <u>132⁻</u> |
| 18. | 11.07 | Weatherstripping
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit. | Quantity: 1.00 EA | \$ <u>75⁻</u> |
| 15. | 11.18 | Door Knob Bed/Bath
Provide privacy lockset on bedroom and bathroom doors as specified. | Quantity: 9.00 EA | \$ <u>258⁻</u> |
| 13. | 11.23 | Towel Bar
Provide one each 18" and 24" towel bar and one toilet paper holder. Fixtures shall be chrome-plated or match existing style and color and be securely fastened. | Quantity: 1.00 EA | \$ <u>110⁻</u> |
| 16. | 11.38 | Bi-Pass Door Floor Guides
Provide and install new plastic guides for the bi-pass doors in the specified location. | Quantity: 2.00 EA | \$ <u>25⁻</u> |
| | | | Doors Subtotal \$ | <u>600⁻</u> |

12. Drywall

19. 12.01 Repair Walls/Ceilings
Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.

Quantity: 50.00 SF

\$ 250Drywall Subtotal \$ 250

13. Construction

11. 13.35 Caulking
Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers.

Quantity: 100.00 LF \$ 145

12. 13.47 General House Cleaning
Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 LS \$ 375

Construction Subtotal \$ 520

Exhibit "A"

15. Cabinets

6. 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: 35.00 LF

\$ 1,475

7. 15.04 Refinish Cabinets
Thoroughly sand, prepare and refinish kitchen cabinets. Owner shall have choice of standard color. If cabinets are to be stained, they shall be lightly sanded after receiving stain coat, then apply two coats of varnish.

Quantity: 10.00 EA

\$ 540

8. 15.12 Base Cabinet Repair
Remove the deteriorated wood from the interior of base cabinet under the sink. Replace with new 1/2" plywood. Utilize screws for fastening.

Quantity: 20.00 SF

\$ 78Cabinets Subtotal \$ 2,093

Exhibit "A"

16. Appliances

2. 16.01 Install Range
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white. Gas units are exempt from the ENERGY STAR rating.
Quantity: 1.00 EA \$ 620
3. 16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones. Contractor is responsible to provide electrical connections as necessary.
Quantity: 1.00 EA \$ 340
4. 16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.
Quantity: 1.00 EA \$ 1,250
5. 16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.
Quantity: 1.00 EA \$ 450
- Appliances Subtotal \$ 2,660

Exhibit "A"

17. Flooring

31. 17.01 Remove Flooring
Remove and properly dispose of flooring to bare concrete or wood.
Quantity: 1,500.00 SF \$ 775
32. 17.07 Install Wood Base
Furnish and install wood base at specified areas (generally in areas with carpeting or wood flooring).
Base to be 3-1/4" or match existing. Paint with a 10-year quality semi-gloss low volatile organic compound (VOC) paint (<50 grams/liter of VOC.)
Quantity: 250.00 LF \$ 850
- Flooring Subtotal \$ 1,625

Exhibit "A"

19. Clean Up/Permits

9. 19.02 Fumigate Premises
Contractor shall have house interior "bombed" and exterior treated to eliminate insect infestation. This work shall be performed by a licensed and bonded pest control service. Contractor is responsible to clean-up and properly dispose of the dead insects after the structure has been treated. LICENSING SHALL BE PROVIDED TO THE CITY OF LAS VEGAS REPRESENTATIVE.

Quantity: 1.00 EA

\$ 275

10. 19.04 Clean Up Stains on Concrete/exterior of dwelling
Remove oil stains from concrete, and/or remove bird droppings from concrete and exterior of dwelling.

Quantity: 1.00 EA

\$ 95Clean Up/Permits Subtotal \$ 370

21. Yard

55. 21.05 Desert Adapted Drought Tolerant Plants
 Remove dead grass and debris from front yard to a depth of 6" or 12" if the grass is Bermuda. Regrade with imported fill to grade level. Spray with emergent herbicide (such as Surflan). Install a fabric weed barrier. Cover surface with a minimum of 2" of crushed rock (3/4") in color choice - gold, red, pink, tan, etc. Spray another 2 coatings of herbicide on the finished landscaping. Place two (2) - 2' x 2' x3' - approximate size accent boulders to finish landscaping. Provide and install a low flow drip irrigation system, complete with timing clock, to the plants if an irrigation system does not exist. All activity to conform with Nevada Revised Statutes (NRS) 116.330. **PVB to be replaced. Remove pop up sprinkler and install drip lines to existing trees, emitters installed to create uniform wetting pattern extending to drip line of trees. Clean out and make any necessary repairs to the clean out valve box. Utilize existing line under driveway. A "Y" strainer and pressure regulator will need to be added.**

Quantity: 1.00 EA

\$ 3,670Yard Subtotal \$ 3,670

N04 Paint

34. N04.02.1 Interior Paint (HAP2/Scattered Sites)

7

Paint interior walls with satin **Polished Ivory**, ceilings with flat **Polar Bear**, doors and base with semi-gloss **Polar Bear** 10-year quality low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations. **This color scheme and paint type shall be utilized throughout the structure except for the Kitchen and Bathrooms and wherever else specified.**

Quantity: 2,700.00 SF

\$ 1,925Paint Subtotal \$ 1,925

N08 Plumbing

50. N08.04 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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 WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit required.**

Quantity: 1.00 EA

\$ 1,450

52. N08.18.0 Bath/Shower Faucet- R/R
 1 Provide new EPA certified WaterSense (minimum flow rate of no more than 2.0 gpm, tested at a flowing pressure of 80 lbs. per square inch) 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. (Uniform Plumbing Code 605.5) The valve body shall contain integral stops. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

Quantity: 3.00 EA

\$ 429

51. N08.25.0 Lav Drain Lines R/R
 1 Provide new ABS drain lines and trap at bathroom sink. One piece wall escutcheon shall be included. Drain looks to be plugged.

Quantity: 1.00 EA

\$ 225Plumbing Subtotal \$ 2,104

Exhibit "A"

N09 Electrical

28. N09.37 Electric Outlet Gaskets

Provide and install rubber gaskets behind the cover plates on all electric duplex receptacles and switches that are located on the interior of all perimeter walls of the structure.

Quantity: 14.00 EA

\$ 210

Electrical Subtotal \$ 210

N11 Doors

17. N11.24 Door Stops
Provide door stops on all doors in the specified location(s.)

Quantity: 7.00 EA

\$ 35

Doors Subtotal \$ 35

N19 Permits/Plans

37. N19.01 Permits/Plans

Contractor is responsible in providing all permits/plans required by the City of Las Vegas Building and Safety Department. Contractor shall provide all plans as required.

Quantity: 1.00 LS

\$ 875Permits/Plans Subtotal \$ 875

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
8131 Defiance Avenue
Las Vegas, NV 89129
File No.:
Release Date: May 03, 2012

Item Addendum

- 31 Remove Flooring**
Remove and properly dispose of flooring to bare concrete or wood.
Leave hardwood flooring in dining and living area. Approximately 600 sq. ft. \$ 0
- 56 R/R Garage Door**
Remove and properly dispose existing door and all hardware. Furnish and install a new sectional, raised panel design, 25 gauge steel door of the same style as existing, complete with laser safety devices. Contractor is responsible for any modifications to the existing opening as for a proper fit of the new door. With opener.
ADDED TO BID \$ 1,269
- 57 Install Carpet & Pad**
Furnish and install new carpet and pad. Both carpet and pad shall meet FHA requirements, per HUD/FHA UM-44d, which shall be stamped on the materials. Pad shall be a Bonded Urethane. 0.47 thick, with a 1959 density rating. Carpet shall have a "Face Weight" of 48 oz., be 100% polyester with a seven (7) year wear and texture retention warranty. Carpet must also have "Scotchguard" stain release, or equivalent stain protection. Proof of carpet specification shall be provided to the City of Las Vegas representative prior to installation. Pad shall be glued, new tack strip shall be installed, and carpet shall be installed with a minimum number of seams. If contractor installs carpet and/or pad not specified, the City of Las Vegas representative shall be provided with proof of FHA certification. Removal of existing flooring is included. **Color is Latte. Install in bedroom and hall.**
ADDED TO BID \$ 942
- 58 Install Ceramic Tile**
Provide and install new 12" X 12" or 16" X 16" (depending on room size) ceramic floor tiles and grout to match existing. Tiles to be glued to the concrete slab with "Thinset" or another approved adhesive. Removal of existing flooring is included. Housing Rehabilitation Specialist to determine color. **Install in kitchen, master bath and master bath closet. Color is to be Caribbean Slate or like color. Final color will be approved by rehab specialist prior to installation.**
ADDED TO BID \$ 4,650
- Total Cost of Addendum Items** \$ 6,861

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

Sarah Branson
Housing Rehabilitation Specialist

May 10, 2012
Date

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this 30th day of **May, 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **H & M Unlimited** (the "Contractor"), whose office is located at **1791 Juniper Twig, Las Vegas, Nevada 89183**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **7604 Zermatt Avenue, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **45** business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Twenty-one Thousand Three Hundred Fifty-five And 00/100 Dollars (\$21,355.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Second Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: H & M Unlimited
1791 Juniper Twig
Las Vegas, NV 89183

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

CONTRACTOR:

By: Carolyn G. Goodman
Carolyn G. Goodman, Mayor Date

By: [Signature]
Representative

Contractor Information:

ATTEST:

Beverly K. Bridges
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: **Tony Barksdale**
Address: 1791 Juniper Twig
Las Vegas, NV 89183

Phone:
NV CONTRACTOR License Number:
0072218

Approved as to form:

Robert S. Sylvain 5-30-12
Robert S. Sylvain, Date
Deputy City Attorney

Exhibit "A"

**City of Las Vegas
Economic and Urban Development Department**

BID INSTRUCTIONS

Attached is the bid information for the housing rehabilitation project located at **7604 Zermatt Avenue, Las Vegas, NV 89129**. The bid walkthrough is scheduled for **10:00 A.M. on 5/16/12**. Bids are due no later than **2:00 P.M. on 5/21/12**. It is imperative that costs be placed on each line item including all addenda, and that all addendum items be included in the total bid amount. Each line item shall be rounded up or down to the nearest dollar amount. Bids must be hand delivered or mailed to: City of Las Vegas Economic and Urban Development Department, 495 S. Main Street, 6th Floor, Las Vegas, NV 89101. All bids shall be submitted in a sealed envelope. **FAXED, SCANNED OR E-MAILED BIDS WILL NOT BE ACCEPTED**. Contractors must attend the bid walkthrough to be eligible to submit a bid. If any required documentation that is lacking in your contractor's file at the time of bid submittal, your bid will not be considered as responsive. The bidder shall provide cost and pricing as requested on the Bid Request. Failure to submit a bid for any line item shall result in the bid being deemed non-responsive. The form must be completed in ink or typewritten and any corrections must be initialed by the Bidder's authorized representative prior to submission to the city of Las Vegas. The city of Las Vegas reserves the right to correctly compute all bids, make corrections for mathematical errors, and presented the bids on a bid correction sheet which outlines all corrections made by the city for the Bid. If there exists a conflict between the line item price and the total bid, the amount more beneficial to the city of Las Vegas will control unless the city of Las Vegas elects to proceed with the higher amount, and utilizing the higher amount does not displace the Bidder as the lowest responsible bidder Please contact me at **702-303-1642** with any questions you may have regarding this project.

Thank you,
Sarah Branson
Housing Rehab Specialist

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/21/12

DATE BIDS RELEASED 5/14/12

Project City of Las Vegas
7604 Zermatt Avenue
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Twentyone thousand three hundred Fifty Five Dollars: (\$ 21,355)

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.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: H & M UNLTD. INC.
Address: 1791 JUNIPER TWIG
City, St, Zip: LV, NV 89183
Phone: 702-523-0117
State Contractors License Number: 672218 Exp Date: 9/13

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

Date

5/20/12

Exhibit "A"

General Specifications

2.	Coach Lights Caulk around coach lights.	Quantity: 10.00 EA	\$ <u>0</u>
19.	Wiring Remove wiring out of grout in front of fireplace. Include replacement of grout to match existing.	Quantity: 1.00 EA	\$ <u>0</u>
12.	Under Sinks Re-skin under sinks and cabinets in bathrooms and kitchen.	Quantity: 1.00 EA	\$ <u>0</u>
3.	Garage Floor Buff garage floor to remove oil stains. Seal if necessary.	Quantity: 1.00 EA	\$ <u>100</u>
4.	Install UFR Cover	Quantity: 1.00 EA	\$ <u>64</u>
5.	Remove satellite dish	Quantity: 1.00 EA	\$ <u>0</u>
		Subtotal \$	<u>164</u>

Exhibit "A"

03. Exterior Wall Covering

31. 03.02 Repair Stucco
Patch all holes in stucco to match exterior texture. Finish patch shall be ready for painting.

Quantity: 1.00 EA

\$ 159

Exterior Wall Covering Subtotal \$ 159

Exhibit "A"

04. Paint

35. 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. Touch up paint on W and E sides of home.

Quantity: 200.00 SF

\$ 250

36. 04.03 Paint Doors

Prepare and paint all wood trim and doors with 10-year quality semi-gloss enamel low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) All surfaces shall be free from holes, defects and irregularities. Paint shall be applied in accordance with manufacturer's recommendations. Laundry room doors.

Quantity: 2.00 EA

\$ 50

1. 04.15 Paint Wrought Iron

Thoroughly prepare surface by scraping off all loose and flaking paint. Prime exposed area, paint utilizing rust-inhibitor wrought iron paint.

Quantity: 1.00 EA

\$ 0Subtotal \$ 300

07. Mechanical

33. 07.05 HVAC Split System (Attic Mounted Air Handler)
 Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. the air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) (New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER. Leave existing line sets.

Quantity: 6.50 TON

\$ 11,000

Mechanical Subtotal \$ 11,000

08. Plumbing

38. 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**

Quantity: 1.00 EA \$ 1200

37. 08.14 Garbage Disposal - R/R
 Furnish and install new 1/2 h.p. garbage disposal. Provide electrical outlet and switch, as necessary. All electrical connections to meet 2008 National Electric Code. PROVIDE WARRANTY TO HOMEOWNER.

Quantity: 1.00 EA \$ 190

Plumbing Subtotal \$ 1390

Exhibit "A"

09. Electrical

26. 09.02 GFCI Receptacles
Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. Interior receptacles shall be tamper resistant. **Permit Required.**
Quantity: 2.00 EA \$ 56
24. 09.05 Install Cover Plates
Provide new receptacle and switch cover plates to match existing as required throughout. Receptacles shall be tamper resistant.
Quantity: 87.00 EA \$ 100
28. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2009 IRC R313 and 2009 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. **Permit Required. Ensure all smoke detectors are working properly. Add additional smoke detector/carbon monoxide detector combo at top of stairs and downstairs hall.**
Quantity: 1.00 EA \$ 47
29. 09.15 Install Ceiling Fan w/light kit
Furnish and install a new five blade ceiling fan w/light kit. Provide blocking as necessary to secure fan to ceiling. Ensure fan is balanced for proper operation. Check wiring.
Quantity: 5.00 EA \$ 150
25. 09.29 Garage Door Opener
Provide and install missing garage door opener and provide opening devices (2 EA).
Quantity: 1.00 EA \$ 262
30. 09.33 Energy Efficient Light Bulbs
Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.
Quantity: 55.00 EA \$ 260
- Electrical Subtotal \$ 875

10. Windows

40. 10.03 Install New Slider
Install dual glazed aluminum slider window, with screens, at specified location. Caulk well and trim out as necessary. All manufacturer's labels and adhesive are to be removed by the contractor. In bedroom #2. Reglaze existing slider and repair/replace lock.

Quantity: 1.00 EA

\$ 452

39. 10.04 Reglaze
Remove all broken glass and reglaze with double strength glass. Seal or caulk as necessary. Obscure glass shall be used in bath. Replace 1-above fireplace, 1-left of front door, 1-in family room, 1-master bedroom, 1-in downstairs bedroom, 1-bedroom #1, 2-bedroom #2 and 1-above stair landing.

Quantity: 7.00 EA

\$ 863Windows Subtotal \$ 1515-

Exhibit "A"

11. Doors			
23.	11.05	Entry Lockset R/R Provide entry lockset on specified doors. Key alike.	Quantity: 1.00 EA \$ <u>20</u>
22.	11.07	Weatherstripping Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.	Quantity: 3.00 EA \$ <u>20</u>
20.	11.38	Bi-Pass Door Floor Guides Provide and install new plastic guides for the bi-pass doors in the specified location.	Quantity: 3.00 EA \$ <u>20</u>
21.	11.49	Secondary Lock on Patio Slider Provide a secondary lock for the existing slider.	Quantity: 2.00 EA \$ <u>20</u>
Doors Subtotal \$			<u>80</u>

Exhibit "A"

13. Construction

17. 13.35 Caulking
Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers.

Quantity: 100.00 LF \$ 100

18. 13.47 General House Cleaning
Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 LS \$ 150

Construction Subtotal \$ 250

Exhibit "A"

14. Ceramic Tile

13. 14.07 Regrout/Clean Grout/Tile
Regrout existing tile in the specified area(s). All tiled areas. Clean existing tile and grout west wall in downstairs family room and any other missing grout.

Quantity: 1,000.00 SF

\$ 2290

Ceramic Tile Subtotal \$ 2290

Exhibit "A"

15. Cabinets

10. 15.05 Repair Cabinets
Re-attach cabinets properly. Repair all broken drawers, guides, door, hinges, and handles to match existing as closely as possible. Master bath vanity and cabinet at top of stairs.

Quantity: 3.00 EA \$ 50

11. 15.08 Medicine Cabinet R/R
Install shelves in medicine cabinets

Quantity: 2.00 EA \$ 0

Cabinets Subtotal \$ 50

Exhibit "A"

16. Appliances

6. 16.01 Install Range
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.
Quantity: 1.00 EA \$ 650
7. 16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.
Quantity: 1.00 EA \$ 150
8. 16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.
Quantity: 1.00 EA \$ 650
9. 16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.
Quantity: 1.00 EA \$ 450
- Appliances Subtotal \$ 1900

Exhibit "A"

19. Clean Up/Permits

- | | | | | |
|------|-------|---|-------------------------------------|---------------|
| 14. | 19.01 | Permits/Plans
Contractor is responsible in providing all permits/plans required by the City of Las Vegas Building and Safety Department. Contractor shall provide all plans as required. | Quantity: 1.00 LS | \$ <u>0</u> |
|
 | | | | |
| 15. | 19.02 | Fumigate Premises
Contractor shall have house interior "bombed" and exterior treated to eliminate insect infestation. This work shall be performed by a licensed and bonded pest control service. Contractor is responsible to clean-up and properly dispose of the dead insects after the structure has been treated. LICENSING SHALL BE PROVIDED TO THE CITY OF LAS VEGAS REPRESENTATIVE. | Quantity: 1.00 EA | \$ <u>150</u> |
|
 | | | | |
| 16. | 19.05 | Pigeon Removal
Clean-up bird droppings and eliminate pigeon roosting. | Quantity: 1.00 LS | \$ <u>50</u> |
| | | | Clean Up/Permits Subtotal \$ | <u>200</u> |

Exhibit "A"

21. Yard

41. 21.07 Herbicide
Remove existing weeds in front yard and backyard and spray 2 coatings of herbicide on the finished landscaping. Use an herbicide with glyphosate that will provide a barrier in the soil preventing growth of sprouting weeds and grasses for up to 4 months. Include backyard irrigation system check.

Quantity: 400.00 SF

\$ 50

Yard Subtotal \$ 50 -

Exhibit "A"

N02 Insulation

32. N02.11 Recessed Light Covers

Provide and install new recessed light covers on recessed can lights in the specified location(s.) Covers to made of fire resistant mineral wool material that will withstand temperatures up to 2,000o. Covers shall meet 2009 International Building Code Section 712.4.1.2, and Section 703.2.

Quantity: 6.00 EA

\$ 60

Insulation Subtotal \$ 60 -

Exhibit "A"

N04 Paint

34. N04.02.1 Interior Paint (HAP2/Scattered Sites)
7 Touch up existing paint.

Quantity: 40.00 SF

\$ 0

Paint Subtotal \$ 0

Exhibit "A"

N09 Electrical

27. N09.37 Electric Outlet Gaskets

Provide and install rubber gaskets behind the cover plates on all electric duplex receptacles and switches that are located on the interior of all perimeter walls of the structure.

Quantity: 35.00 EA

\$ 35

Electrical Subtotal \$ 35

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
7604 Zermatt Avenue
Las Vegas, NV 89129
File No.:
Release Date: May 14, 2012

Item Addendum

- 2** Coach Lights
Caulk around coach lights.

Total of 9

\$ 0

- 32** Recessed Light Covers
Provide and install new recessed light covers on recessed can lights in the specified location(s.) Covers to made of fire resistant mineral wool material that will withstand temperatures up to 2,000o. Covers shall meet 2009 International Building Code Section 712.4.1.2, and Section 703.2.

Total of 10

\$ 0

- 33** HVAC Split System (Attic Mounted Air Handler)
Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. the air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER. Leave existing line sets.

Added -Stamped mechanical engineering Manual J & S plans shall be required.

\$ 500

42 Vanity Top (NSP)

Provide and install a new integrated cultured marble top on the existing vanity in the specified location(s.) Color to be white with a Matte finish.

Pre-Drilled Faucet Holes (Single, 4", 8" and 8" Contour)

Matching 4" Integrated Backsplash

3/4" Deck

22" Depth

Eased Edge

Integrated Oval or Recessed Oval bowl(s)

Finished Ends

Limited Lifetime Warranty

Vanity top over 60" in length will be considered a special ordered product and will require City of Las Vegas approval.

ADDED TO BID

\$ 537

Total Cost of Addendum Items

\$ 1037

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

Sarah Branson

Housing Rehabilitation Specialist

May 16, 2012

Date

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this **31st day of May, 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **Ruiter Construction, LLC** (the "Contractor"), whose office is located at **4420 S. Arville, Ste. #31, Las Vegas, Nevada 89103**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **7941 Aviano Pines, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within 60 business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Thirty-one Thousand Three Hundred Sixty And 00/100 Dollars (\$31,360.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Sixth Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: Ruitter Construction, LLC
4420 S. Arville, Ste. #31
Las Vegas, NV 89103

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

CONTRACTOR:

By: Carolyn G. Goodman
Carolyn G. Goodman, Mayor Date

By: Elaine Ruitter
Representative

Contractor Information:

ATTEST:

Beverly K. Bridges 6/6/12
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: Chuck Ruitter
Address: 4420 S. Arville, Ste. #31
Las Vegas, NV 89103

Phone:
NV CONTRACTOR License Number:
00313088

Approved as to form:

Robert S. Sylvain 5-31-12
Robert S. Sylvain, Date
Deputy City Attorney

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/30/12

DATE BIDS RELEASED 5/22/12

Project City of Las Vegas
7941 Aviano Pines
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Thirtyone thousand Three hundred Sixty Dollars: (\$31,360.00)

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.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: Rutter Construction LLC
Address: 4420 S. Arville #31
City, St, Zip: Las Vegas, NV 89103
Phone: _____
State Contractors License Number: 0031308A Exp Date: 11-30-13

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 5-30-12

Exhibit "A"

03. Exterior Wall Covering

17. 03.08 Missing 1/4" Mesh At Combustion Air Openings
Replace missing 1/4" mesh at combustion air openings in garage.

Quantity: 2.00 EA

\$ 45.00

Exterior Wall Covering Subtotal \$ 45.00

Exhibit "A"

07. Mechanical

21. 07.05 HVAC Split System (Attic Mounted Air Handler)
Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER.

1 - 3T - and 1 - 2T

Quantity: 5.00 TON

\$ 8695.00

18. 07.07 Repair Fencing
Remove or repair damaged fencing.

Repair rear concrete block wall.

Quantity: 3.00 EA

\$ SEE ADDENDUM

Fencing Subtotal \$

Exhibit "A"

08. Plumbing

27. 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**
- Quantity: 1.00 EA \$ 995.00
24. 08.10 Kitchen Sink - R/R
Remove and replace kitchen sink with a new stainless steel 20 gauge, deep bowl, 4-hole sink, complete with baskets. Fasten securely and caulk rim. Reconnect plumbing.
- Quantity: 1.00 EA \$ 325.00
25. 08.47 Smitty Pan
Provide smitty pan to replace damaged or missing smitty pan under washing machine on upper story laundry area. Include drain line to an approved overflow location.
- Quantity: 1.00 1 \$ 95.00
33. 08.47 Smitty Pan
Provide smitty pan to replace damaged or missing smitty pan under washing machine on upper story laundry area. Include drain line to an approved overflow location.
- In lieu of drain to exterior, provide water sensor device in smitty pan.
- Quantity: 2.00 1 \$ 75.00
28. 08.59 Log Lighter
Provide and install a new lighter key for the gas log fireplace.
- Quantity: 1.00 EA \$ Delete
- Plumbing Subtotal \$ 1490.00

Exhibit "A"

09. Electrical

- | | | | |
|-----|-------|--|--|
| 12. | 09.02 | <p>GFCI Receptacles
 Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. Permit Required.</p> <p>Install GFI receptacle and front exterior (with bubble cover); Provide bubble cover for rear exterior GFI; provide GFI at a/c/ condenser location;</p> | <p>Quantity: 3.00 EA \$ <u>225.00</u></p> |
| 13. | 09.05 | <p>Install Cover Plates
 Provide new receptacle and switch cover plates to match existing as required throughout.</p> | <p>Quantity: 10.00 EA \$ <u>35.00</u></p> |
| 16. | 09.06 | <p>Exterior Light R/R
 Furnish and install new ENERGY STAR rated exterior light fixtures at existing locations. Exterior siding repair and touch-up paint is included for a professional finished product. New fixture shall be caulked with low VOC caulk on all sides with the exception of the bottom. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.</p> <p>At rear patio</p> | <p>Quantity: 1.00 EA \$ <u>95.00</u></p> |
| 36. | 09.11 | <p>Smoke Detectors (hard wire)
 Furnish and install hard wired smoke detector(s) per 2009 IRC R313 and 2009 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. Permit Required.</p> <p>Install an approved smoke detector in the downstairs bedroom (currently has plate over j box)</p> | <p>Quantity: 1.00 EA \$ <u>225.00</u></p> |
| 15. | 09.33 | <p>Energy Efficient Light Bulbs
 Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.</p> | <p>Quantity: 35.00 EA \$ <u>250.00</u></p> |
| 14. | 09.51 | <p>Carbon Monoxide Detector
 Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.</p> | <p>Quantity: 1.00 EA \$ <u>55.00</u></p> |
| | | | <p>Electrical Subtotal \$ <u>985.00</u></p> |

Exhibit "A"

10. Windows

31. 10.07 Install Screens
Furnish and install new aluminum window screens.

To replace damaged or missing screens.

Quantity: 3.00 EA \$ 125.00

32. 10.10 Slider Screen R/R
Furnish and install new screen door on sliding glass door.

Quantity: 1.00 LS \$ 95.00

Windows Subtotal \$ 220.00

Exhibit "A"

11. Doors

26. 11.05 Entry Lockset R/R
Provide entry lockset on specified doors. Key alike.

New double front door locksets

Quantity: 2.00 EA \$ 165.00

10. 11.19 Closet Door - Bipass or Bifold
Furnish and install hollow core, hardboard closet doors, complete with all track and hardware as applicable for the type of door installed. Doors shall be installed level and plumb. Adjust doors as necessary to ensure ease of operation.

Reinstall mirror doors and door to laundry

Quantity: 2.00 EA \$ 25.00

Doors Subtotal \$ 190.00

Exhibit "A"

12. Drywall

11. 12.01 Repair Walls/Ceilings
Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.

Repair damaged corner bead, and damaged drywall. Paint to match existing. Paint interior of kitchen cabinets where needed and inside drawers that cannot be cleaned.

Quantity: 200.00 SF \$ 95.00

35. 12.01 Repair Walls/Ceilings
Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.

Remove damaged drywall under kitchen sink. Verify no water or drain leaks and install new approved drywall, tape, mud and paint.

Quantity: 30.00 SF \$ 125.00

Drywall Subtotal \$ 220.00

Exhibit "A"

13. Construction

29. 13.36 Fireplace Doors
Provide and install glass fireplace doors which are required for all gas log fireplaces. Not required for wood-burning fireplaces.

Have fireplace checked for condition and make repairs as necessary.
Quantity: 1.00 EA \$ Delete
23. 13.44 Remove Surround Sound
Remove surround sound wiring and repair ceiling and wall. Paint to match existing.

Remove DISH and cables: also remove bolts in concrete which are a tripping hazard.
Quantity: 2.00 EA \$ 120.00
22. 13.47 General House Cleaning
Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.
Quantity: 1.00 LS \$ 575.00
34. 13.50 Laundry Box or Ice Maker Trim
Provide missing or damaged trim at laundry box or icemaker box.

Repair or replace ice maker box trim. Verify that water line is not leaking.
Quantity: 1.00 EA \$ 150.00
- Construction Subtotal \$** 845.00

Exhibit "A"

14. Ceramic Tile

9. 14.01 Install Ceramic Shower Tile
Furnish and install 4 1/4" ceramic tile in accordance with the manufacturer's recommendations. Tile shall be installed level and flush in a workmanlike manner. Grout all joints of tile; seal grout. Use silicone sealant at joint of tile and tub to prohibit cracking. Seal all grout. Owner to have choice of color.

Replace damaged tiles in shower

Quantity: 1.00 EA

\$ 120.00

Ceramic Tile Subtotal \$ 120.00

Exhibit "A"

15. Cabinets

6. 15.04 Refinish Cabinets
Thoroughly sand, prepare and refinish kitchen cabinets. Owner shall have choice of standard color. If cabinets are to be stained, they shall be lightly sanded after receiving stain coat, then apply two coats of varnish.
- Quantity: 20.00 EA \$ 2600.00
7. 15.08 Medicine Cabinet R/R
Furnish and install mirrored medicine cabinet, 14"x24" or to fit existing opening.
- Quantity: 2.00 EA \$ 190.00
8. 15.19 Veneer
Provide veneer on top of shelving under kitchen sink. Affix with adhesive required by manufacturer.
Veneer or paint inside of lav cabinets and drawers.
- Quantity: 6.00 EA \$ 150.00
- Subtotal \$ 2940.00

Exhibit "A"

16. Appliances

3. 16.02 Install Wall Oven
Furnish and install new ENERGY STAR rated wall oven. Contractor responsible to provide connections as necessary. Follow manufacturer's installation standards for spacing and combustible materials. Trim our for a professional finished product. PROVIDE WARRANTY TO HOMEOWNER. Color to white or almond.
- Quantity: 1.00 EA \$ 1275.00
4. 16.03 Install Cook-Top
Furnish and install new ENERGY STAR rated electric cook-top. Contractor is responsible to provide connections as necessary. PROVIDE WARRANTY TO HOMEOWNER. Color shall be white or almond.
- Cooktop to be gas.
- Quantity: 1.00 EA \$ 675.00
5. 16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.
- Quantity: 1.00 EA \$ 325.00
- Appliances Subtotal \$ 2275.00

17. Flooring

20. 17.06 Re-stretch/reinstall carpet
Re-stretch and reinstall existing carpet, including moving furniture to accomplish work. No guarantees to owner that carpet will not be damaged during re-stretch/reinstall process.

Quantity: 2,000.00 SF \$ 275.00

19. 17.12 Shampoo Carpeting
Shampoo carpeting throughout with a non-toxic cleaning solution. Work to be performed by a fully licensed and bonded cleaning company.

Quantity: 2,000.00 SF \$ 350.00

Flooring Subtotal \$ 625.00

Exhibit "A"

21. Yard

30. 21.03 Trim bushes/trees
Trim bushes and trees against dwelling or where encroaching on fences, walls, etc. Remove pruning debris from premises.

Quantity: 1.00 EA

\$ 475.00

Yard Subtotal \$ 475.00

Exhibit "A"

N16 Appliances

1. N16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 21 cu. ft. and maximum size 23 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.

Quantity: 1.00 EA \$ 895.00

2. N16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to 2008 National Electric Code and 2009 Uniform Plumbing Code.

Quantity: 1.00 EA \$ 475.00

Appliances Subtotal \$ 1370.00

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
7941 Aviano Pines
Las Vegas, NV 89129
File No.:
Release Date: May 22, 2012

Item Addendum

- | | | |
|-----------|--|---------------------------|
| 5 | Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.

Amended - range hood may have recirculating fan - no outside vent is necessary. | \$ <u>included</u> |
| 6 | Refinish Cabinets
Thoroughly sand, prepare and refinish kitchen cabinets. Owner shall have choice of standard color. If cabinets are to be stained, they shall be lightly sanded after receiving stain coat, then apply two coats of varnish.

Refinish cabinets to a blonde or red oak finish. Supply samples of proposed finish. For kitchen cabinets only. | \$ <u>included</u> |
| 7 | Medicine Cabinet R/R
Furnish and install mirrored medicine cabinet, 14"x24" or to fit existing opening.

Replace medicine chests in upstairs bathrooms. Surface mount medicine chest for downstairs bathroom. (3 total) | \$ <u>115.00</u> |
| 11 | Repair Walls/Ceilings
Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.

Repair damaged corner bead, and damaged drywall. Paint to match existing. Paint interior of kitchen cabinets where needed and inside drawers that cannot be cleaned.

Amended to paint green bedroom, blue bedroom and red bedroom in Polished Ivory. Pale blue bathrooms are ok, may need touchup. Also paint laundry room in Polished Ivory - semi-gloss. | \$ <u>1225.00</u> |
| 13 | Install Cover Plates
Provide new receptacle and switch cover plates to match existing as required throughout.

Replace all broken cover plates for receptacles and switches. | \$ <u>included</u> |

16 Exterior Light R/R

Furnish and install new ENERGY STAR rated exterior light fixtures at existing locations. Exterior siding repair and touch-up paint is included for a professional finished product. New fixture shall be caulked with low VOC caulk on all sides with the exception of the bottom. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

At rear patio

Add another exterior light at the front porch.

\$ 95.00

18 Repair Fencing

Remove or repair damaged fencing.

Repair rear concrete block wall.

After repair of the block wall ,scrape down existing wall and repaint wall to match existing color. Also repaint existing wrought iron gate.

\$ 1200.00

19 Shampoo Carpeting

Shampoo carpeting throughout with a non-toxic cleaning solution. Work to be performed by a fully licensed and bonded cleaning company.

Amended to include only the stairs and the entire second floor.(Approximately 750 SF) First floor carpeting to be removed and replaced with laminate.

\$ included

20 Re-stretch/reinstall carpet

Re-stretch and reinstall existing carpet, including moving furniture to accomplish work. No guarantees to owner that carpet will not be damaged during re-stretch/reinstall process.

Restretch carpet as necessary on stairs, and upstairs bedrooms and loft.

\$ included

23 Remove Surround Sound

Remove surround sound wiring and repair ceiling and wall. Paint to match existing.

Remove DISH and cables: also remove bolts in concrete which are a tripping hazard.

Remove all electrical wiring on east side of dwelling exterior, including any repairs to main panel.

\$ 145.00

29 Fireplace Doors

Provide and install glass fireplace doors which are required for all gas log fireplaces. Not required for wood-burning fireplaces.

Have fireplace checked for condition and make repairs as necessary.

Delete this item. Fireplace is in working order.

\$ /

36 Smoke Detectors (hard wire)

Furnish and install hard wired smoke detector(s) per 2009 IRC R313 and 2009 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. **Permit Required.**

Install an approved smoke detector in the downstairs bedroom (currently has plate over j box)

Replace hall smoke detector in upstairs hall with smoke detector that is hard wired into all smoke detectors. May be combination carbon monoxide-smoke alarm.

\$ included

37 Cable T.V. Box

Properly connect the cable T.V. box to the house wall. Ensure said box is caulked with low VOC caulk and has a cover.

New item - install cable box above the shelf at the entertainment center in the family room. Also include a 4 gangway receptacle at the same location.

New item

\$ 170.00

38 Caulking

Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers.

New Item - Caulk exterior trim at garage door and around front windows to eliminate cracks. Touchup paint to match existing.

New item

\$ 95.00

39 Remove all window treatments and existing window blinds.

New item - Remove 6 window blinds from the fixed windows in the upstairs loft area. Other blinds to remain, which are undamaged and in working order.

New item

\$ 95.00

40 Install Laminate Flooring

Provide and install new laminate flooring with pad and vapor barrier in specified location(s.) Laminate shall have at a minimum 8 ml thickness with interlocking tongue and groove. Removal of existing flooring is included.

New item - Remove carpeting from first floor. Install laminate (Nirvana Royal Mahogeny - sample at Lumber liquidators) in dining room, living room, family room, downstairs bedroom and downstairs hall, hall.

New item - Nirvana Royal Mahogeny is the new "cherry" color

\$ 5870.00

41 Install Wood Base

Furnish and install wood base at specified areas (generally in areas with carpeting or wood flooring). Base to be 3-1/4" or match existing. Paint with a 10-year quality semi-gloss low volatile organic compound (VOC) paint (<50 grams/liter of VOC.)

New item - Carefully remove existing wood base where carpet is to be removed and laminate installed. Reinstall existing base, caulk and touch up paint.

New item

\$ included

42 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. Caulk around base of toilet complete. Provide new braided stainless flex supply line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.

New item - Replace both upstairs toilets.

New item

\$ 525.00

43 Toilet Paper Holder

Provide and install a new toilet paper holder to match the existing style in the house.

New item - Replace loose towel bar in downstairs bathroom - Existing TP holders are ok

New item

\$ 35.00

44 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.

New Item - Provide a new countertop in the kitchen - Wilson Art "Antique Roca" - sample at Lowe's

New item

\$ 1395.00

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this **6th** day of **June, 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **Tucker Construction** (the "Contractor"), whose office is located at **800 N. Rainbow Blvd. #208, Las Vegas, Nevada 89107**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **3713 Copper Keg Ct, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within 60 business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Twenty-three Thousand Three Hundred Eighty And 00/100 Dollars (\$23,380.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Sixth Floor
495 S. Main Street
Las Vegas, Nevada 89101

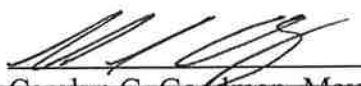
To the Contractor: Tucker Construction
800 N. Rainbow Blvd. #208
Las Vegas, NV 89107

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

CONTRACTOR:

By:  6-11-12
Carolyn G. Goodman, Mayor Date

By: 
Representative

Stavros S. Anthony, Mayor Pro-Tem

Contractor Information:

ATTEST:

 6/11/2012
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: **Jennifer Wampole**
Address: 800 N. Rainbow Blvd. #208
Las Vegas, NV 89107

Phone: 702-474-4489
NV CONTRACTOR License Number:
0050214

Approved as to form:

 6-6-12
Robert S. Sylvain Date
Deputy City Attorney

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/16/12

DATE BIDS RELEASED 5/7/12

Project City of Las Vegas
3713 Copper keg Ct
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Twentythree thousand three hundred eighty Dollars: (\$ 23,380 -

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.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: Tucker Construction
Address: 800 N Main Hwy #208
City, St, Zip: W NV 89107
Phone: 474-4489
State Contractors License Number: 50214 Exp Date: 2/14

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 5/10/12

Exhibit "A"

03. Exterior Wall Covering

18. 03.02 Repair Stucco
Patch all holes in stucco to match exterior texture. Finish patch shall be ready for painting.
Repair stucco in rear and paint to match existing.

Quantity: 10.00 EA

\$ 100-

Exterior Wall Covering Subtotal \$ 100-

Exhibit "A"

04. Paint

25. 04.03 Paint Doors

Prepare and paint all wood trim and doors with 10-year quality semi-gloss enamel low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) All surfaces shall be free from holes, defects and irregularities. Paint shall be applied in accordance with manufacturer's recommendations.

Paint new front door.

Quantity: 1.00 EA

\$ 75-

24. 04.15 Paint Wrought Iron

Thoroughly prepare surface by scraping off all loose and flaking paint. Prime exposed area, paint utilizing rust-inhibitor wrought iron paint.

Quantity: 32.00 S.F.

\$ 75-

Paint Subtotal \$

150-

07. Mechanical

23. 07.06 HVAC Split System (Roof Mounted Air Handler)
 Provide and install a new gas/electric ENERGY STAR rated 14 SEER roof mounted HVAC split system. The Installation shall include new metal stand, roof jack and painted condensation line. The condensation line shall contain a P-trap. New programmable thermostat shall be included. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). New system shall be sized with new Manual J and Manual S 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 conditioned. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering). Equipment is to be indicated by model, type, size, BTU, location, and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure leakage is within 5% of the square footage of the unconditioned space. Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER.

4T

Quantity: 4.00 TON

Mechanical Subtotal \$

\$ 5280 -

Exhibit "A"

08. Plumbing

26.	08.17	Waste/Overflow - R/R Provide new chrome plated waste and overflow in bathtub. Include tailpiece and new trap. Replace waste and overflow and diverter valves - hall bathroom	Quantity: 2.00 EA	\$ <u>50-</u>
37.	08.21	Toilet Repair Replace all interior tank parts of toilet, including angle stop and supply line. Replace deteriorated toilet seat.	Quantity: 1.00 EA	\$ <u>25-</u>
29.	08.25	Lav Drain Lines R/R Provide new drain lines and trap at bathroom sink. One piece wall escutcheon shall be included. Lav sinks in master bath are slow. Clean all lav drain lines.	Quantity: 3.00 EA	\$ <u>75-</u>
36.	08.49	Toilet Paper Holder Provide and install a new toilet paper holder to match the existing style in the house. In powder room	Quantity: 1.00 EA	\$ <u>25-</u>
27.	08.67	Toe Stop Provide and install a new toe stop in the bathtub.	Quantity: 1.00 EA	\$ <u>25-</u>
28.	08.69	Drip Pan Provide and install a new drip pan under the water heater.	Quantity: 1.00 EA	\$ <u>0.00</u>
Plumbing Subtotal \$				<u>200.00</u>

Exhibit "A"

09. Electrical

12. 09.02 GFCI Receptacles

Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover.
Permit Required.

Add one resettable GFI for upstairs bathrooms.

Quantity: 1.00 EA

\$ 50.00

15. 09.05 Install Cover Plates

Provide new receptacle and switch cover plates to match existing as required throughout.

Install bubble covers on exterior GFIs (front and rear)

Quantity: 2.00 EA

\$ 100.00

16. 09.06 Exterior Light R/R

Furnish and install new ENERGY STAR rated exterior light fixtures at existing locations. Exterior siding repair and touch-up paint is included for a professional finished product. New fixture shall be caulked with low VOC caulk on all sides with the exception of the bottom. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace defective exterior light at rear patio.

Quantity: 1.00 EA

\$ 50.00

31. 09.09 Interior Light R/R

Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace bar lights in master bathroom and hall bathroom (each is a 6 light bar)

Quantity: 2.00 EA

\$ 200.00

17. 09.22 Rewire Existing Wiring

Remove existing wiring to eliminate violations, illegal splices, etc.
Remove all loose, disconnected, frayed, dead end, improperly hung or temporary wiring. Disconnect and remove any taps or splices, permanent or temporary, that do not comply with 2008 National Electric Code. All exterior electrical wiring to be encased in conduit.

Switches may be defective. Check wiring in upstairs hall and bedrooms.

Quantity: 1.00 EA

\$ 50.00

34. 09.30 Abandon Exterior Electric

Abandon the electrical connection at the rear of the house that was used for the spa. All underground conduit and wiring is to be removed. Stucco patch and paint the wall to match existing where the panel is to be abandoned.

Remove 2 DISH attached to house, including all cable.

Quantity: 2.00 EA

\$ 20.00

14. 09.33 Energy Efficient Light Bulbs

Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.

Quantity: 30.00 EA

\$ 150.00

Exhibit "A"

09. Electrical continued...

13. 09.51 Carbon Monoxide Detector

Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.

Quantity: 1.00 EA

\$ 100-

Electrical Subtotal \$ 720-

Exhibit "A"

10. Windows

30. 10.07 Install Screens
Furnish and install new aluminum window screens.
On all openable windows that are not screened.

Quantity: 10.00 EA $\frac{11}{10}$ \$ 550.⁰⁰
Windows Subtotal \$ 550.⁰⁰

Exhibit "A"

11. Doors

8. 11.01 Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, R-4 insulated door, at specified location. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset and a 1600 vision security peephole. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look.
- Replace damaged front door. Paint to match existing trim.
- Quantity: 1.00 EA \$ 250.00
5. 11.05 Entry Lockset R/R
Provide entry lockset on specified doors. Key alike.
- Quantity: 1.00 EA \$ 0.00
6. 11.07 Weatherstripping
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.
- At garage door opening
- Quantity: 1.00 EA \$ 50.00
7. 11.13 R/R Hinges
Replace door hinges as specified.
- Self-closing hinges on pedestrian/garage door. Add striker plate hardware.
- Quantity: 1.00 EA \$ 10.00
9. 11.36 Striker Plate
Provide and install a new proper fitting striker plate on the door jamb.
- at garage - pedestrian door
- Quantity: 1.00 EA \$ 5.00
10. 11.40 Sliding Glass Door Screen
Provide and install a new screen door on the sliding glass door in the specified location. Color to match existing and contain a locking device.
- Quantity: 1.00 EA \$ 125.00
11. 11.49 Secondary Lock on Patio Slider
Provide a secondary lock for the existing slider.
- Quantity: 1.00 EA \$ 25.00
- Doors Subtotal \$ 465-

13. Construction**4. 13.35 Caulking**

Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers.

Kitchen countertops need to be re-grouted, caulked, around all toilets, at tubs and lavs

Quantity: 200.00 LF

\$ 200-

33. 13.47 General House Cleaning

Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 LS

\$ 200-

Construction Subtotal \$ 400-

14. Ceramic Tile**3. 14.09 Ceramic Floor Tile (NSP all sites)**

Provide and install new 12" X 12" or 16" X 16" ceramic tile on the floor in the specified location(s.) Tile shall be installed level and flush in a workmanlike manner. Grout and seal all joints. Color to be Mesa Beige, Capri Classic or Fall Creek Bone

Remove all tile on first floor.

Quantity: 673.00 SF

\$ 3360 -

Ceramic Tile Subtotal \$ 3360 -

Exhibit "A"

15. Cabinets

38. 15.19 Veneer

Provide veneer on top of shelving under kitchen sink. Affix with adhesive required by manufacturer.

Quantity: 1.00 EA

\$ 25-

Cabinets Subtotal \$ 25-

Exhibit "A"

16. Appliances

1. 16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.

Quantity: 1.00 EA

\$ 1060 -

2. 16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.

Quantity: 1.00 EA

\$ 520 -

Appliances Subtotal \$

1580 -

Exhibit "A"

17. Flooring

20. 17.07 Install Wood Base
Furnish and install wood base at specified areas (generally in areas with carpeting or wood flooring).
Base to be 3-1/4" or match existing. Paint with a 10-year quality semi-gloss low volatile organic
compound (VOC) paint (<50 grams/liter of VOC.)

Replace all wood base throughout the entire house.

Quantity: 1,500.00 LF

\$ 1600-

21. 17.19 Install Laminate Flooring
Provide and install new laminate flooring with pad and vapor barrier in specified location(s.) Laminate
shall have at a minimum 8 ml thickness with interlocking tongue and groove. Removal of existing flooring
is included.

Provide laminate flooring in all bedrooms (4).

Quantity: 1,700.00 SF

\$ 4500-

Flooring Subtotal \$ 6100-

Exhibit "A"

19. Clean Up/Permits

32. 19.04 Clean Up Stains on Concrete/exterior of dwelling
Remove oil stains from concrete, and/or remove bird droppings from concrete and exterior of dwelling.

At front porch area

Quantity: 1.00 EA

Clean Up/Permits Subtotal \$

25- 25-

Exhibit "A"

21. Yard

35. 21.03 Trim bushes/trees
Trim bushes and trees against dwelling or where encroaching on fences, walls, etc. Remove pruning debris from premises.

Trim overgrown bushes and trees.

Quantity: 2.00 EA

\$ 100-

Yard Subtotal \$ 100-

Exhibit "A"

25. Fascia

19. 25.02 Repair fascia, wood trim

Provide new trim, prepared and painted to match existing; repair boards not needed to be replaced.

Repaint entire fascia - existing is deteriorated.

Quantity: 15.00 EA

\$ 500-

Fascia Subtotal \$ 500-

N17 Flooring

22. N17.05 Install Carpet & Pad

Furnish and install new carpet and pad. Both carpet and pad shall meet FHA requirements, per HUD/FHA UM-44d, which shall be stamped on the materials. Pad shall be a Bonded Urethane. 0.47 thick, with a 1959 density rating. Carpet shall have a "Face Weight" of 48 oz., be 100% polyester with a seven (7) year wear and texture retention warranty. Carpet must also have "Scotchguard" stain release, or equivalent stain protection. Proof of carpet specification shall be provided to the City of Las Vegas representative prior to installation. Pad shall be glued, new tack strip shall be installed, and carpet shall be installed with a minimum number of seams. If contractor installs carpet and/or pad not specified, the City of Las Vegas representative shall be provided with proof of FHA certification. Removal of existing flooring is included. **Color Is Latte.**

On stairs and upstairs hall.

Quantity: 164.00 SF

\$ 600-

Flooring Subtotal \$ 600-

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
3713 Copper Keg Ct
Las Vegas, NV 89129
File No.:
Release Date: May 07, 2012

Item Addendum

3 Ceramic Floor Tile (NSP all sites)

Provide and install new 12" X 12" or 16" X 16" ceramic tile on the floor in the specified location(s.) Tile shall be installed level and flush in a workmanlike manner. Grout and seal all joints. Color to be Mesa Beige, Capri Classic or Fall Creek Bone.

Remove all tile on first floor.

Color to be Fall Creek Bone (may have to order directly from manufacturer Dal Tile).

16 Exterior Light R/R

Furnish and install new ENERGY STAR rated exterior light fixtures at existing locations. Exterior siding repair and touch-up paint is included for a professional finished product. New fixture shall be caulked with low VOC caulk on all sides with the exception of the bottom. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace defective exterior light at rear patio.

Add replacing the exterior light at the front door.

21 Install Laminate Flooring

Provide and install new laminate flooring with pad and vapor barrier in specified location(s.) Laminate shall have at a minimum 8 ml thickness with interlocking tongue and groove. Removal of existing flooring is included. Provide laminate flooring in all bedrooms (4).

laminate flooring to be French Oak

28 Drip Pan

Provide and install a new drip pan under the water heater.

Delete this - will be included in new water heater installation.

30 Install Screens

Furnish and install new aluminum window screens. On all openable windows that are not screened.

Correct number is 11 screens.

31 Interior Light R/R

Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace bar lights in master bathroom and hall bathroom (each is a 6 light bar)

\$ 0.00

\$ 100.00

\$ 0.00

\$ 0.00

\$ 0.00

Add replacing the fan/light in dining room area. To be brushed nickel or white....separately switched fan and light.

\$200.00

32 Clean Up Stains on Concrete/exterior of dwelling

Remove oil stains from concrete, and/or remove bird droppings from concrete and exterior of dwelling.

At front porch area

At front porch area add a 2' x 3' x 4" stoop at the front entry to reduce the over-height step into the dwelling.

\$150.00

39 Install Range

Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.

Replace deteriorated stove.

\$700-

40 Install Range Hood

Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.

Replace inoperable microwave with range hood which is vented to the exterior.

\$300-

41 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.

Replace deteriorated tile countertop. Approx. 30 SF of new countertop - Countertop to be Wilson Art "Antique Roca" - sample at Lowe's

\$500-

42 Kitchen Sink - R/R

Remove and replace kitchen sink with a new stainless steel 20 gauge, deep bowl, 4-hole sink, complete with baskets. Fasten securely and caulk rim. Reconnect plumbing.

Replace deteriorated kitchen sink. Re-install new kitchen faucet.

\$200-

43 Repair Walls/Ceilings

Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.

Repair drywall in rated walls and ceiling in garage.

\$100-

44 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. Permit Required.

Replace existing water heater.

\$900-

45 Clothes Rod

Provide and install a new wooden clothes rod with end supports complete in the specified location. Add shelf above clothes rod in closet.

Install missing clothes poles in all closets. (6)

\$50-

Item Addendum

46 Remove Debris

Contractor is responsible for removal of all construction related debris from house, yard and surrounding area, and dispose of in a proper manner.

Remove debris from top of patio cover.

\$25-

Total Cost of Addendum Items

\$3225-

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

P. Jacobs
Housing Rehabilitation Specialist

May 9, 2012
Date

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this **22nd** day of **May 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **Better Building Performance** (the "Contractor"), whose office is located at **4670 South Polaris, Las Vegas, Nevada 89103**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **8131 Defiance Avenue, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **60** business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Forty-eight Thousand Two Hundred Twenty-four And 00/100 Dollars (\$48,224.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Second Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: Better Building Performance
4670 South Polaris
Las Vegas, NV 89103

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

CONTRACTOR:

By: Carolyn G. Goodman
Carolyn G. Goodman, Mayor Date

By: [Signature] . 5.29.12
Representative

Contractor Information:

ATTEST:

Beverly K. Bridges 6/1/2012
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: **Kelly Thomas**
Address: 4670 South Polaris
Las Vegas, NV 89103

Phone:
NV CONTRACTOR License Number:
0076040

Approved as to form:

Robert S. Sylvain 5-23-12
Robert S. Sylvain, Date
Deputy City Attorney

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID INSTRUCTIONS

Attached is the bid information for the housing rehabilitation project located at **8131 Defiance Avenue, Las Vegas, NV 89129**. The bid walkthrough is scheduled for **1:00 P.M. on 5/8/12**. Bids are due no later than **2:00 P.M. on 5/15/12**. It is imperative that costs be placed on each line item including all addenda, and that all addendum items be included in the total bid amount. Each line item shall be rounded up or down to the nearest dollar amount. Bids must be hand delivered or mailed to: City of Las Vegas Economic and Urban Development Department, 495 S. Main Street, 6th Floor, Las Vegas, NV 89101. All bids shall be submitted in a sealed envelope. **FAXED, SCANNED OR E-MAILED BIDS WILL NOT BE ACCEPTED**. Contractors must attend the bid walkthrough to be eligible to submit a bid. If any required documentation that is lacking in your contractor's file at the time of bid submittal, your bid will not be considered as responsive. The bidder shall provide cost and pricing as requested on the Bid Request. Failure to submit a bid for any line item shall result in the bid being deemed non-responsive. The form must be completed in ink or typewritten and any corrections must be initialed by the Bidder's authorized representative prior to submission to the city of Las Vegas. The city of Las Vegas reserves the right to correctly compute all bids, make corrections for mathematical errors, and presented the bids on a bid correction sheet which outlines all corrections made by the city for the Bid. If there exists a conflict between the line item price and the total bid, the amount more beneficial to the city of Las Vegas will control unless the city of Las Vegas elects to proceed with the higher amount, and utilizing the higher amount does not displace the Bidder as the lowest responsible bidder Please contact me at **702-303-1642** with any questions you may have regarding this project.

Thank you,
Sarah Branson
Housing Rehab Specialist

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/15/12

DATE BIDS RELEASED 5/3/12

Project City of Las Vegas
8131 Defiance Avenue
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 FOURTY EIGHT THOU. TWO HUND ~~on~~ TWENTY Dollars: (\$ 48,224)
FOUR.

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.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: BETTER BUILDING PERFORMANCE
Address: 4670 S. POLARIS
City, St, Zip: LAS VEGAS, NV 89103
Phone: 702-256-2212
State Contractors License Number: B20076040 & C30076039 Exp Date: 5/13/13

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 5/15/12

General Specifications

1. Fireplace Maintenance
Have fireplace maintenance performed.

Quantity: 1.00 EA

\$ 95

Subtotal \$ 95

04. Paint

35. 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. **Paint rafter tails, fascia and soffit.**

Quantity: 300.00 SF

\$ 550

36. 04.03 Paint Doors

Prepare and paint all wood trim and doors with 10-year quality semi-gloss enamel low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) All surfaces shall be free from holes, defects and irregularities. Paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 15.00 EA

\$ 550Paint Subtotal \$ 1,100

07. Mechanical

33. 07.05 HVAC Split System (Attic Mounted Air Handler)
 Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER.

Quantity: 3.50 TON

\$ 9,500Mechanical Subtotal \$ 9,500

Exhibit "A"

08. Plumbing

- | | | | |
|-----|-------|--|--|
| 41. | 08.14 | <p>Garbage Disposal - R/R</p> <p>Furnish and install new 1/2 h.p. garbage disposal. Provide electrical outlet and switch, as necessary. All electrical connections to meet 2008 National Electric Code. PROVIDE WARRANTY TO HOMEOWNER.</p> | <p>Quantity: 1.00 EA</p> <p>\$ <u>348⁻</u></p> |
| 49. | 08.19 | <p>Toilet R/R</p> <p>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. Caulk around base of toilet complete. Provide new braided stainless flex supply line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>300⁻</u></p> |
| 38. | 08.27 | <p>Hose Bibb R/R</p> <p>Furnish and install 3/4" hose bib, and anti-siphon vacuum breakers, and properly fasten securely to structure at specified location. Seal wall penetration with expanding foam to prevent air infiltration.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>225⁻</u></p> |
| 47. | 08.35 | <p>Bathroom Sink</p> <p>R/R the existing bathroom sink with a new sink of the same shape and color. Properly attach to vanity/counter using a trim ring, caulking, and clamps if required.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>412⁻</u></p> |
| 40. | 08.40 | <p>Exterior Plumbing</p> <p>Clean up the exterior plumbing by eliminating any excess water lines, valves, spigots, etc. that are unnecessary and properly connecting all lines for proper operation.</p> | <p>Quantity: 1.00 LS</p> <p>\$ <u>75⁻</u></p> |
| 48. | 08.42 | <p>Shower Head</p> <p>Provide and install a new U.S. EPA approved WaterSense style shower head that utilizes a maximum of 2.0 gallons per minute. Leave WaterSense decal on fixture for inspection purposes.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>150⁻</u></p> |
| 45. | 08.49 | <p>Toilet Paper Holder</p> <p>Provide and install a new toilet paper holder to match the existing style in the house.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>25⁻</u></p> |
| 39. | 08.52 | <p>Air Gap for Dishwasher</p> <p>Provide and install an air gap for the existing dishwasher.</p> | <p>Quantity: 1.00 EA</p> <p>\$ <u>20⁻</u></p> |
| 44. | 08.61 | <p>Abandon Reverse Osmosis System</p> <p>Abandon the reverse osmosis water treatment system from under kitchen sink.</p> | <p>Quantity: 1.00 EA</p> <p>\$ <u>225⁻</u></p> |
| 43. | 08.67 | <p>Toe Stop</p> <p>Provide and install a new toe stop in the bathtub.</p> | <p>Quantity: 2.00 EA</p> <p>\$ <u>120⁻</u></p> |

Exhibit "A"

08. Plumbing continued...

42. 08.75 Kitchen Faucet - R/R

Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/FANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas representative.

Quantity: 1.00 EA

\$ 300

46. 08.77 Shower Diverter Valve

Remove the existing shower diverter valve and replace with new to match existing color and style.

Quantity: 1.00 EA

\$ 225

Plumbing Subtotal \$ 2,425

Exhibit "A"

09. Electrical

29. 09.05 Install Cover Plates
Provide new receptacle and switch cover plates to match existing as required throughout. Receptacles shall be tamper resistant.

Quantity: 62.00 EA

\$ 613

27. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative. Three hanging, one in dining area, one in dining room and one at the entry.

Quantity: 4.00 EA

\$ 540

21. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2009 IRC R313 and 2009 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. **Permit Required.**
Ensure all detector are working properly and replace if needed.

Quantity: 5.00 EA

\$ 450

26. 09.15 Install Ceiling Fan w/light kit
Furnish and install a new five blade ceiling fan w/light kit. Provide blocking as necessary to secure fan to ceiling. Ensure fan is balanced for proper operation. In living area if electrical is up to code.

Quantity: 1.00 EA

\$ 270

24. 09.17 Door Bell
Provide a door bell, complete with wiring, at location specified by home owner. Doorbell can be wireless or electrical.

Quantity: 1.00 EA

\$ 150

30. 09.22 Existing Wiring
Remove any wiring to eliminate violations, illegal splices, etc.
Remove all loose, disconnected, frayed, dead end, improperly hung or temporary wiring. Disconnect and remove any taps or splices, permanent or temporary, that do not comply with 2008 National Electric Code. All exterior electrical wiring to be encased in conduit.

Quantity: 1.00 EA

\$ 180

23. 09.32 Coach Lighting
Install ENERGY STAR rated coach lighting fixture with ENERGY STAR rated compact florescent bulb in specified locations. Match existing lighting style.

Quantity: 3.00 EA

\$ 150

25. 09.33 Energy Efficient Light Bulbs
Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.

Quantity: 62.00 EA

\$ 521

20. 09.51 Carbon Monoxide Detector
Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.

Quantity: 1.00 EA

\$ 95

Exhibit "A"

09. Electrical continued...

22. 09.54 Bubble Covers

Install Bubble covers on existing exterior GFI receptacles

Quantity: 2.00 EA

\$ 60

Electrical Subtotal \$ 3,029

10. Windows**53. 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 0.3 and a SHGC (solar heat gain coefficient) of 0.3. 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 with low VOC caulk and trim out as necessary. At least one window opening 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. **Two in master bath to be obscured.**

Quantity: 17.00 EA

\$ 6,975**54. 10.17 Sliding Glass Door**

Furnish and install a new 6' X 6'8" vinyl clad, dual pane low-e sliding glass door complete with screen and all hardware. Sliding glass door to have a minimum U-value of .4. Ensure sliding glass door is 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.

Quantity: 1.00 EA

\$ 1,302**Windows Subtotal \$ 8,277**

Exhibit "A"

11. Doors

- | | | | | |
|-----|-------|--|-------------------|---------------------------|
| 14. | 11.05 | Entry Lockset R/R
Provide entry lockset on specified doors. Key alike. | Quantity: 1.00 EA | \$ <u>132⁻</u> |
| 18. | 11.07 | Weatherstripping
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit. | Quantity: 1.00 EA | \$ <u>75⁻</u> |
| 15. | 11.18 | Door Knob Bed/Bath
Provide privacy lockset on bedroom and bathroom doors as specified. | Quantity: 9.00 EA | \$ <u>258⁻</u> |
| 13. | 11.23 | Towel Bar
Provide one each 18" and 24" towel bar and one toilet paper holder. Fixtures shall be chrome-plated or match existing style and color and be securely fastened. | Quantity: 1.00 EA | \$ <u>110⁻</u> |
| 16. | 11.38 | Bi-Pass Door Floor Guides
Provide and install new plastic guides for the bi-pass doors in the specified location. | Quantity: 2.00 EA | \$ <u>25⁻</u> |
| | | | Doors Subtotal \$ | <u>600⁻</u> |

12. Drywall

19. 12.01 Repair Walls/Ceilings
Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.

Quantity: 50.00 SF

\$ 250Drywall Subtotal \$ 250

13. Construction

11. 13.35 Caulking
Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers.

Quantity: 100.00 LF \$ 145

12. 13.47 General House Cleaning
Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 LS \$ 375

Construction Subtotal \$ 520

Exhibit "A"

15. Cabinets

6. 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: 35.00 LF

\$ 1,475

7. 15.04 Refinish Cabinets
Thoroughly sand, prepare and refinish kitchen cabinets. Owner shall have choice of standard color. If cabinets are to be stained, they shall be lightly sanded after receiving stain coat, then apply two coats of varnish.

Quantity: 10.00 EA

\$ 540

8. 15.12 Base Cabinet Repair
Remove the deteriorated wood from the interior of base cabinet under the sink. Replace with new 1/2" plywood. Utilize screws for fastening.

Quantity: 20.00 SF

\$ 78Cabinets Subtotal \$ 2,093

Exhibit "A"

16. Appliances

2. 16.01 Install Range
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white. Gas units are exempt from the ENERGY STAR rating.
Quantity: 1.00 EA \$ 620
3. 16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones. Contractor is responsible to provide electrical connections as necessary.
Quantity: 1.00 EA \$ 340
4. 16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.
Quantity: 1.00 EA \$ 1,250
5. 16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.
Quantity: 1.00 EA \$ 450
- Appliances Subtotal \$ 2,660

Exhibit "A"

17. Flooring

31. 17.01 Remove Flooring
Remove and properly dispose of flooring to bare concrete or wood.
Quantity: 1,500.00 SF \$ 775
32. 17.07 Install Wood Base
Furnish and install wood base at specified areas (generally in areas with carpeting or wood flooring).
Base to be 3-1/4" or match existing. Paint with a 10-year quality semi-gloss low volatile organic compound (VOC) paint (<50 grams/liter of VOC.)
Quantity: 250.00 LF \$ 850
- Flooring Subtotal \$ 1,625

Exhibit "A"

19. Clean Up/Permits

9. 19.02 Fumigate Premises

Contractor shall have house interior "bombed" and exterior treated to eliminate insect infestation. This work shall be performed by a licensed and bonded pest control service. Contractor is responsible to clean-up and properly dispose of the dead insects after the structure has been treated. LICENSING SHALL BE PROVIDED TO THE CITY OF LAS VEGAS REPRESENTATIVE.

Quantity: 1.00 EA

\$ 275

10. 19.04 Clean Up Stains on Concrete/exterior of dwelling

Remove oil stains from concrete, and/or remove bird droppings from concrete and exterior of dwelling.

Quantity: 1.00 EA

\$ 95

Clean Up/Permits Subtotal \$ 370

21. Yard

55. 21.05 Desert Adapted Drought Tolerant Plants
 Remove dead grass and debris from front yard to a depth of 6" or 12" if the grass is Bermuda. Regrade with imported fill to grade level. Spray with emergent herbicide (such as Surflan). Install a fabric weed barrier. Cover surface with a minimum of 2" of crushed rock (3/4") in color choice - gold, red, pink, tan, etc. Spray another 2 coatings of herbicide on the finished landscaping. Place two (2) - 2' x 2' x3' - approximate size accent boulders to finish landscaping. Provide and install a low flow drip irrigation system, complete with timing clock, to the plants if an irrigation system does not exist. All activity to conform with Nevada Revised Statutes (NRS) 116.330. **PVB to be replaced. Remove pop up sprinkler and install drip lines to existing trees, emitters installed to create uniform wetting pattern extending to drip line of trees. Clean out and make any necessary repairs to the clean out valve box. Utilize existing line under driveway. A "Y" strainer and pressure regulator will need to be added.**

Quantity: 1.00 EA

\$ 3,670Yard Subtotal \$ 3,670

N04 Paint

34. N04.02.1 Interior Paint (HAP2/Scattered Sites)

7

Paint interior walls with satin **Polished Ivory**, ceilings with flat **Polar Bear**, doors and base with semi-gloss **Polar Bear** 10-year quality low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations. **This color scheme and paint type shall be utilized throughout the structure except for the Kitchen and Bathrooms and wherever else specified.**

Quantity: 2,700.00 SF

\$ 1,925Paint Subtotal \$ 1,925

N08 Plumbing

50. N08.04 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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 WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit required.**

Quantity: 1.00 EA

\$ 1,450

52. N08.18.0 Bath/Shower Faucet- R/R
 1 Provide new EPA certified WaterSense (minimum flow rate of no more than 2.0 gpm, tested at a flowing pressure of 80 lbs. per square inch) 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. (Uniform Plumbing Code 605.5) The valve body shall contain integral stops. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas Housing Rehabilitation Specialist.

Quantity: 3.00 EA

\$ 429

51. N08.25.0 Lav Drain Lines R/R
 1 Provide new ABS drain lines and trap at bathroom sink. One piece wall escutcheon shall be included. Drain looks to be plugged.

Quantity: 1.00 EA

\$ 225Plumbing Subtotal \$ 2,104

Exhibit "A"

N09 Electrical

28. N09.37 Electric Outlet Gaskets

Provide and install rubber gaskets behind the cover plates on all electric duplex receptacles and switches that are located on the interior of all perimeter walls of the structure.

Quantity: 14.00 EA

\$ 210

Electrical Subtotal \$ 210

N11 Doors

17. N11.24 Door Stops
Provide door stops on all doors in the specified location(s.)

Quantity: 7.00 EA

\$ 35

Doors Subtotal \$ 35

N19 Permits/Plans

37. N19.01 Permits/Plans

Contractor is responsible in providing all permits/plans required by the City of Las Vegas Building and Safety Department. Contractor shall provide all plans as required.

Quantity: 1.00 LS

\$ 875Permits/Plans Subtotal \$ 875

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
8131 Defiance Avenue
Las Vegas, NV 89129
File No.:
Release Date: May 03, 2012

Item Addendum

- 31 Remove Flooring**
Remove and properly dispose of flooring to bare concrete or wood.
Leave hardwood flooring in dining and living area. Approximately 600 sq. ft. \$ 0
- 56 R/R Garage Door**
Remove and properly dispose existing door and all hardware. Furnish and install a new sectional, raised panel design, 25 gauge steel door of the same style as existing, complete with laser safety devices. Contractor is responsible for any modifications to the existing opening as for a proper fit of the new door. With opener.
ADDED TO BID \$ 1,269
- 57 Install Carpet & Pad**
Furnish and install new carpet and pad. Both carpet and pad shall meet FHA requirements, per HUD/FHA UM-44d, which shall be stamped on the materials. Pad shall be a Bonded Urethane. 0.47 thick, with a 1959 density rating. Carpet shall have a "Face Weight" of 48 oz., be 100% polyester with a seven (7) year wear and texture retention warranty. Carpet must also have "Scotchguard" stain release, or equivalent stain protection. Proof of carpet specification shall be provided to the City of Las Vegas representative prior to installation. Pad shall be glued, new tack strip shall be installed, and carpet shall be installed with a minimum number of seams. If contractor installs carpet and/or pad not specified, the City of Las Vegas representative shall be provided with proof of FHA certification. Removal of existing flooring is included. **Color is Latte. Install in bedroom and hall.**
ADDED TO BID \$ 942
- 58 Install Ceramic Tile**
Provide and install new 12" X 12" or 16" X 16" (depending on room size) ceramic floor tiles and grout to match existing. Tiles to be glued to the concrete slab with "Thinset" or another approved adhesive. Removal of existing flooring is included. Housing Rehabilitation Specialist to determine color. **Install in kitchen, master bath and master bath closet. Color is to be Caribbean Slate or like color. Final color will be approved by rehab specialist prior to installation.**
ADDED TO BID \$ 4,650
- Total Cost of Addendum Items** \$ 6,861

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

Sarah Branson
Housing Rehabilitation Specialist

May 10, 2012
Date

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this 30th day of **May, 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **H & M Unlimited** (the "Contractor"), whose office is located at **1791 Juniper Twig, Las Vegas, Nevada 89183**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **7604 Zermatt Avenue, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **45** business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Twenty-one Thousand Three Hundred Fifty-five And 00/100 Dollars (\$21,355.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Second Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: H & M Unlimited
1791 Juniper Twig
Las Vegas, NV 89183

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

CONTRACTOR:

By: Carolyn G. Goodman
Carolyn G. Goodman, Mayor Date

By: [Signature]
Representative

Contractor Information:

ATTEST:

Beverly K. Bridges
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: **Tony Barksdale**
Address: 1791 Juniper Twig
Las Vegas, NV 89183

Phone:
NV CONTRACTOR License Number:
0072218

Approved as to form:

Robert S. Sylvain 5-30-12
Robert S. Sylvain, Date
Deputy City Attorney

Exhibit "A"

**City of Las Vegas
Economic and Urban Development Department**

BID INSTRUCTIONS

Attached is the bid information for the housing rehabilitation project located at **7604 Zermatt Avenue, Las Vegas, NV 89129**. The bid walkthrough is scheduled for **10:00 A.M. on 5/16/12**. Bids are due no later than **2:00 P.M. on 5/21/12**. It is imperative that costs be placed on each line item including all addenda, and that all addendum items be included in the total bid amount. Each line item shall be rounded up or down to the nearest dollar amount. Bids must be hand delivered or mailed to: City of Las Vegas Economic and Urban Development Department, 495 S. Main Street, 6th Floor, Las Vegas, NV 89101. All bids shall be submitted in a sealed envelope. **FAXED, SCANNED OR E-MAILED BIDS WILL NOT BE ACCEPTED**. Contractors must attend the bid walkthrough to be eligible to submit a bid. If any required documentation that is lacking in your contractor's file at the time of bid submittal, your bid will not be considered as responsive. The bidder shall provide cost and pricing as requested on the Bid Request. Failure to submit a bid for any line item shall result in the bid being deemed non-responsive. The form must be completed in ink or typewritten and any corrections must be initialed by the Bidder's authorized representative prior to submission to the city of Las Vegas. The city of Las Vegas reserves the right to correctly compute all bids, make corrections for mathematical errors, and presented the bids on a bid correction sheet which outlines all corrections made by the city for the Bid. If there exists a conflict between the line item price and the total bid, the amount more beneficial to the city of Las Vegas will control unless the city of Las Vegas elects to proceed with the higher amount, and utilizing the higher amount does not displace the Bidder as the lowest responsible bidder Please contact me at **702-303-1642** with any questions you may have regarding this project.

Thank you,
Sarah Branson
Housing Rehab Specialist

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/21/12

DATE BIDS RELEASED 5/14/12

Project City of Las Vegas
7604 Zermatt Avenue
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Twentyone thousand three hundred Fifty Five Dollars: (\$21,355)

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.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: H & M UNLTD. INC.
Address: 1791 JUNIPER TWIG
City, St, Zip: LV, NV 89183
Phone: 702-523-0117
State Contractors License Number: 672218 Exp Date: 7/13

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

Date

5/20/12

Exhibit "A"

General Specifications

2.	Coach Lights Caulk around coach lights.	Quantity: 10.00 EA	\$ <u>0</u>
19.	Wiring Remove wiring out of grout in front of fireplace. Include replacement of grout to match existing.	Quantity: 1.00 EA	\$ <u>0</u>
12.	Under Sinks Re-skin under sinks and cabinets in bathrooms and kitchen.	Quantity: 1.00 EA	\$ <u>0</u>
3.	Garage Floor Buff garage floor to remove oil stains. Seal if necessary.	Quantity: 1.00 EA	\$ <u>100</u>
4.	Install UFR Cover	Quantity: 1.00 EA	\$ <u>64</u>
5.	Remove satellite dish	Quantity: 1.00 EA	\$ <u>0</u>
		Subtotal \$	<u>164</u>

Exhibit "A"

03. Exterior Wall Covering

31. 03.02 Repair Stucco
Patch all holes in stucco to match exterior texture. Finish patch shall be ready for painting.

Quantity: 1.00 EA

\$ 159

Exterior Wall Covering Subtotal \$ 159

Exhibit "A"

04. Paint

35. 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. Touch up paint on W and E sides of home.

Quantity: 200.00 SF

\$ 250

36. 04.03 Paint Doors

Prepare and paint all wood trim and doors with 10-year quality semi-gloss enamel low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) All surfaces shall be free from holes, defects and irregularities. Paint shall be applied in accordance with manufacturer's recommendations. Laundry room doors.

Quantity: 2.00 EA

\$ 50

1. 04.15 Paint Wrought Iron

Thoroughly prepare surface by scraping off all loose and flaking paint. Prime exposed area, paint utilizing rust-inhibitor wrought iron paint.

Quantity: 1.00 EA

\$ 0Subtotal \$ 300

07. Mechanical

33. 07.05 HVAC Split System (Attic Mounted Air Handler)
 Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. the air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) (New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER. Leave existing line sets.

Quantity: 6.50 TON

\$ 11,000

Mechanical Subtotal \$ 11,000

08. Plumbing

38. 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**

Quantity: 1.00 EA \$ 1200

37. 08.14 Garbage Disposal - R/R
 Furnish and install new 1/2 h.p. garbage disposal. Provide electrical outlet and switch, as necessary. All electrical connections to meet 2008 National Electric Code. PROVIDE WARRANTY TO HOMEOWNER.

Quantity: 1.00 EA \$ 190

Plumbing Subtotal \$ 1390

Exhibit "A"

09. Electrical

26. 09.02 GFCI Receptacles
Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. Interior receptacles shall be tamper resistant. **Permit Required.**
Quantity: 2.00 EA \$ 56
24. 09.05 Install Cover Plates
Provide new receptacle and switch cover plates to match existing as required throughout. Receptacles shall be tamper resistant.
Quantity: 87.00 EA \$ 100
28. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2009 IRC R313 and 2009 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. **Permit Required. Ensure all smoke detectors are working properly. Add additional smoke detector/carbon monoxide detector combo at top of stairs and downstairs hall.**
Quantity: 1.00 EA \$ 47
29. 09.15 Install Ceiling Fan w/light kit
Furnish and install a new five blade ceiling fan w/light kit. Provide blocking as necessary to secure fan to ceiling. Ensure fan is balanced for proper operation. Check wiring.
Quantity: 5.00 EA \$ 150
25. 09.29 Garage Door Opener
Provide and install missing garage door opener and provide opening devices (2 EA).
Quantity: 1.00 EA \$ 262
30. 09.33 Energy Efficient Light Bulbs
Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.
Quantity: 55.00 EA \$ 260
- Electrical Subtotal \$ 875

10. Windows**40. 10.03 Install New Slider**

Install dual glazed aluminum slider window, with screens, at specified location. Caulk well and trim out as necessary. All manufacturer's labels and adhesive are to be removed by the contractor. In bedroom #2. Reglaze existing slider and repair/replace lock.

Quantity: 1.00 EA

\$ 452

39. 10.04 Reglaze

Remove all broken glass and reglaze with double strength glass. Seal or caulk as necessary. Obscure glass shall be used in bath. Replace 1-above fireplace, 1-left of front door, 1-in family room, 1-master bedroom, 1-in downstairs bedroom, 1-bedroom #1, 2-bedroom #2 and 1-above stair landing.

Quantity: 7.00 EA

\$ 863

Windows Subtotal \$ 1515-

Exhibit "A"

11. Doors

23.	11.05	Entry Lockset R/R Provide entry lockset on specified doors. Key alike.	Quantity: 1.00 EA	\$ <u>20</u>
22.	11.07	Weatherstripping Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.	Quantity: 3.00 EA	\$ <u>20</u>
20.	11.38	Bi-Pass Door Floor Guides Provide and install new plastic guides for the bi-pass doors in the specified location.	Quantity: 3.00 EA	\$ <u>20</u>
21.	11.49	Secondary Lock on Patio Slider Provide a secondary lock for the existing slider.	Quantity: 2.00 EA	\$ <u>20</u>
Doors Subtotal \$			<u>80</u>	

Exhibit "A"

13. Construction

17. 13.35 Caulking
Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers.

Quantity: 100.00 LF \$ 100

18. 13.47 General House Cleaning
Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 LS \$ 150

Construction Subtotal \$ 250

Exhibit "A"

14. Ceramic Tile

13. 14.07 Regrout/Clean Grout/Tile
Regrout existing tile in the specified area(s). All tiled areas. Clean existing tile and grout west wall in downstairs family room and any other missing grout.

Quantity: 1,000.00 SF

\$ 2290

Ceramic Tile Subtotal \$ 2290

Exhibit "A"

15. Cabinets

10. 15.05 Repair Cabinets
Re-attach cabinets properly. Repair all broken drawers, guides, door, hinges, and handles to match existing as closely as possible. Master bath vanity and cabinet at top of stairs.

Quantity: 3.00 EA \$ 50

11. 15.08 Medicine Cabinet R/R
Install shelves in medicine cabinets

Quantity: 2.00 EA \$ 0

Cabinets Subtotal \$ 50

Exhibit "A"

16. Appliances

6. 16.01 Install Range
Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.
Quantity: 1.00 EA \$ 650
7. 16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.
Quantity: 1.00 EA \$ 150
8. 16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.
Quantity: 1.00 EA \$ 650
9. 16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.
Quantity: 1.00 EA \$ 450
- Appliances Subtotal \$ 1900

Exhibit "A"

19. Clean Up/Permits

- | | | | | |
|------|-------|---|-------------------------------------|---------------|
| 14. | 19.01 | Permits/Plans
Contractor is responsible in providing all permits/plans required by the City of Las Vegas Building and Safety Department. Contractor shall provide all plans as required. | Quantity: 1.00 LS | \$ <u>0</u> |
|
 | | | | |
| 15. | 19.02 | Fumigate Premises
Contractor shall have house interior "bombed" and exterior treated to eliminate insect infestation. This work shall be performed by a licensed and bonded pest control service. Contractor is responsible to clean-up and properly dispose of the dead insects after the structure has been treated. LICENSING SHALL BE PROVIDED TO THE CITY OF LAS VEGAS REPRESENTATIVE. | Quantity: 1.00 EA | \$ <u>150</u> |
|
 | | | | |
| 16. | 19.05 | Pigeon Removal
Clean-up bird droppings and eliminate pigeon roosting. | Quantity: 1.00 LS | \$ <u>50</u> |
| | | | Clean Up/Permits Subtotal \$ | <u>200</u> |

Exhibit "A"

21. Yard

41. 21.07 Herbicide
Remove existing weeds in front yard and backyard and spray 2 coatings of herbicide on the finished landscaping. Use an herbicide with glyphosate that will provide a barrier in the soil preventing growth of sprouting weeds and grasses for up to 4 months. Include backyard irrigation system check.

Quantity: 400.00 SF

\$ 50

Yard Subtotal \$ 50 -

Exhibit "A"

N02 Insulation

32. N02.11 Recessed Light Covers

Provide and install new recessed light covers on recessed can lights in the specified location(s.) Covers to made of fire resistant mineral wool material that will withstand temperatures up to 2,000o. Covers shall meet 2009 International Building Code Section 712.4.1.2, and Section 703.2.

Quantity: 6.00 EA

\$ 60

Insulation Subtotal \$ 60 -

Exhibit "A"

N04 Paint

34. N04.02.1 Interior Paint (HAP2/Scattered Sites)
7 Touch up existing paint.

Quantity: 40.00 SF

\$ 0

Paint Subtotal \$ 0

Exhibit "A"

N09 Electrical

27. N09.37 Electric Outlet Gaskets

Provide and install rubber gaskets behind the cover plates on all electric duplex receptacles and switches that are located on the interior of all perimeter walls of the structure.

Quantity: 35.00 EA

\$ 35

Electrical Subtotal \$ 35

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
7604 Zermatt Avenue
Las Vegas, NV 89129
File No.:
Release Date: May 14, 2012

Item Addendum

- 2** Coach Lights
Caulk around coach lights.

Total of 9

\$ 0

- 32** Recessed Light Covers
Provide and install new recessed light covers on recessed can lights in the specified location(s.) Covers to made of fire resistant mineral wool material that will withstand temperatures up to 2,000o. Covers shall meet 2009 International Building Code Section 712.4.1.2, and Section 703.2.

Total of 10

\$ 0

- 33** HVAC Split System (Attic Mounted Air Handler)
Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. the air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER. Leave existing line sets.

Added -Stamped mechanical engineering Manual J & S plans shall be required.

\$ 500

42 Vanity Top (NSP)

Provide and install a new integrated cultured marble top on the existing vanity in the specified location(s.) Color to be white with a Matte finish.

Pre-Drilled Faucet Holes (Single, 4", 8" and 8" Contour)

Matching 4" Integrated Backsplash

3/4" Deck

22" Depth

Eased Edge

Integrated Oval or Recessed Oval bowl(s)

Finished Ends

Limited Lifetime Warranty

Vanity top over 60" in length will be considered a special ordered product and will require City of Las Vegas approval.

ADDED TO BID

\$ 537

Total Cost of Addendum Items

\$ 1037

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

Sarah Branson

Housing Rehabilitation Specialist

May 16, 2012

Date

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this **31st day of May, 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **Ruiter Construction, LLC** (the "Contractor"), whose office is located at **4420 S. Arville, Ste. #31, Las Vegas, Nevada 89103**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **7941 Aviano Pines, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within 60 business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Thirty-one Thousand Three Hundred Sixty And 00/100 Dollars (\$31,360.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Sixth Floor
495 S. Main Street
Las Vegas, Nevada 89101

To the Contractor: Ruitter Construction, LLC
4420 S. Arville, Ste. #31
Las Vegas, NV 89103

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

CONTRACTOR:

By: Carolyn G. Goodman
Carolyn G. Goodman, Mayor Date

By: Elaine Ruitter
Representative

Contractor Information:

ATTEST:

Beverly K. Bridges 6/6/12
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: Chuck Ruitter
Address: 4420 S. Arville, Ste. #31
Las Vegas, NV 89103

Phone:
NV CONTRACTOR License Number:
00313088

Approved as to form:

Robert S. Sylvain 5-31-12
Robert S. Sylvain, Date
Deputy City Attorney

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/30/12

DATE BIDS RELEASED 5/22/12

Project _City of Las Vegas
7941 Aviano Pines
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Thirtyone thousand Three hundred Sixty Dollars: (\$31,360.00)

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.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: Ruiter Construction LLC
Address: 4420 S. Arville #31
City, St, Zip: Las Vegas, NV 89103
Phone: _____
State Contractors License Number: 0031308A Exp Date: 11-30-13

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 5-30-12

Exhibit "A"

03. Exterior Wall Covering

17. 03.08 Missing 1/4" Mesh At Combustion Air Openings
Replace missing 1/4" mesh at combustion air openings in garage.

Quantity: 2.00 EA

\$ 45.00

Exterior Wall Covering Subtotal \$ 45.00

Exhibit "A"

07. Mechanical

21. 07.05 HVAC Split System (Attic Mounted Air Handler)
 Provide and install a new gas/electric ENERGY STAR rated 14 SEER attic mounted HVAC split system. Installation shall include 3/8" all-thread rods, side beam brackets anchored to the building trusses/rafters with drive screws and angle iron or unistrut metal for the platform frame to support the new unit. A condensation pan with drainage to the exterior of the structure shall also be included. The primary condensation line shall contain a P-trap and be covered with insulated pipe wrap to prevent sweating. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s.) The new system shall be sized with new Manual J and Manual S 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 conditioned. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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 is $\geq 7/8"$ then the line can be flushed. If the 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering.) Equipment is to be indicated by model, type size, BTU, location and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure that leakage is within 5% of the square footage area of conditioned space. Provide a ten (10) year EXTENDED PARTS & LABOR WARRANTY TO HOMEOWNER.

1 - 3T - and 1 - 2T

Quantity: 5.00 TON

\$ 8695.00

18. 07.07 Repair Fencing
 Remove or repair damaged fencing.

Repair rear concrete block wall.

Quantity: 3.00 EA

\$ SEE ADDENDUM

Fencing Subtotal \$

Exhibit "A"

08. Plumbing

27. 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**
- Quantity: 1.00 EA \$ 995.00
24. 08.10 Kitchen Sink - R/R
Remove and replace kitchen sink with a new stainless steel 20 gauge, deep bowl, 4-hole sink, complete with baskets. Fasten securely and caulk rim. Reconnect plumbing.
- Quantity: 1.00 EA \$ 325.00
25. 08.47 Smitty Pan
Provide smitty pan to replace damaged or missing smitty pan under washing machine on upper story laundry area. Include drain line to an approved overflow location.
- Quantity: 1.00 1 \$ 95.00
33. 08.47 Smitty Pan
Provide smitty pan to replace damaged or missing smitty pan under washing machine on upper story laundry area. Include drain line to an approved overflow location.
- In lieu of drain to exterior, provide water sensor device in smitty pan.
- Quantity: 2.00 1 \$ 75.00
28. 08.59 Log Lighter
Provide and install a new lighter key for the gas log fireplace.
- Quantity: 1.00 EA \$ Delete
- Plumbing Subtotal \$ 1490.00

Exhibit "A"

09. Electrical

- | | | | |
|-------------------------------|-------|--|--|
| 12. | 09.02 | <p>GFCI Receptacles
 Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. Permit Required.</p> <p>Install GFI receptacle and front exterior (with bubble cover); Provide bubble cover for rear exterior GFI; provide GFI at a/c/ condenser location;</p> | <p>Quantity: 3.00 EA \$ <u>225.00</u></p> |
| 13. | 09.05 | <p>Install Cover Plates
 Provide new receptacle and switch cover plates to match existing as required throughout.</p> | <p>Quantity: 10.00 EA \$ <u>35.00</u></p> |
| 16. | 09.06 | <p>Exterior Light R/R
 Furnish and install new ENERGY STAR rated exterior light fixtures at existing locations. Exterior siding repair and touch-up paint is included for a professional finished product. New fixture shall be caulked with low VOC caulk on all sides with the exception of the bottom. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.</p> <p>At rear patio</p> | <p>Quantity: 1.00 EA \$ <u>95.00</u></p> |
| 36. | 09.11 | <p>Smoke Detectors (hard wire)
 Furnish and install hard wired smoke detector(s) per 2009 IRC R313 and 2009 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. Permit Required.</p> <p>Install an approved smoke detector in the downstairs bedroom (currently has plate over j box)</p> | <p>Quantity: 1.00 EA \$ <u>225.00</u></p> |
| 15. | 09.33 | <p>Energy Efficient Light Bulbs
 Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.</p> | <p>Quantity: 35.00 EA \$ <u>250.00</u></p> |
| 14. | 09.51 | <p>Carbon Monoxide Detector
 Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.</p> | <p>Quantity: 1.00 EA \$ <u>55.00</u></p> |
| Electrical Subtotal \$ | | | <p><u>985.00</u></p> |

Exhibit "A"

10. Windows

31. 10.07 Install Screens
Furnish and install new aluminum window screens.

To replace damaged or missing screens.

Quantity: 3.00 EA \$ 125.00

32. 10.10 Slider Screen R/R
Furnish and install new screen door on sliding glass door.

Quantity: 1.00 LS \$ 95.00

Windows Subtotal \$ 220.00

Exhibit "A"

11. Doors

26. 11.05 Entry Lockset R/R
Provide entry lockset on specified doors. Key alike.

New double front door locksets

Quantity: 2.00 EA \$ 165.00

10. 11.19 Closet Door - Bipass or Bifold
Furnish and install hollow core, hardboard closet doors, complete with all track and hardware as applicable for the type of door installed. Doors shall be installed level and plumb. Adjust doors as necessary to ensure ease of operation.

Reinstall mirror doors and door to laundry

Quantity: 2.00 EA \$ 25.00

Doors Subtotal \$ 190.00

Exhibit "A"

12. Drywall

11. 12.01 Repair Walls/Ceilings
Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.

Repair damaged corner bead, and damaged drywall. Paint to match existing. Paint interior of kitchen cabinets where needed and inside drawers that cannot be cleaned.

Quantity: 200.00 SF \$ 95.00

35. 12.01 Repair Walls/Ceilings
Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.

Remove damaged drywall under kitchen sink. Verify no water or drain leaks and install new approved drywall, tape, mud and paint.

Quantity: 30.00 SF \$ 125.00

Drywall Subtotal \$ 220.00

Exhibit "A"

13. Construction

29. 13.36 Fireplace Doors
Provide and install glass fireplace doors which are required for all gas log fireplaces. Not required for wood-burning fireplaces.

Have fireplace checked for condition and make repairs as necessary.

Quantity: 1.00 EA \$ Delete
23. 13.44 Remove Surround Sound
Remove surround sound wiring and repair ceiling and wall. Paint to match existing.

Remove DISH and cables: also remove bolts in concrete which are a tripping hazard.

Quantity: 2.00 EA \$ 120.00
22. 13.47 General House Cleaning
Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 LS \$ 575.00
34. 13.50 Laundry Box or Ice Maker Trim
Provide missing or damaged trim at laundry box or icemaker box.

Repair or replace ice maker box trim. Verify that water line is not leaking.

Quantity: 1.00 EA \$ 150.00
- Construction Subtotal \$ 845.00

Exhibit "A"

14. Ceramic Tile

9. 14.01 Install Ceramic Shower Tile
Furnish and install 4 1/4" ceramic tile in accordance with the manufacturer's recommendations. Tile shall be installed level and flush in a workmanlike manner. Grout all joints of tile; seal grout. Use silicone sealant at joint of tile and tub to prohibit cracking. Seal all grout. Owner to have choice of color.

Replace damaged tiles in shower

Quantity: 1.00 EA

\$ 120.00

Ceramic Tile Subtotal \$ 120.00

Exhibit "A"

15. Cabinets

6. 15.04 Refinish Cabinets
Thoroughly sand, prepare and refinish kitchen cabinets. Owner shall have choice of standard color. If cabinets are to be stained, they shall be lightly sanded after receiving stain coat, then apply two coats of varnish.
- Quantity: 20.00 EA \$ 2600.00
7. 15.08 Medicine Cabinet R/R
Furnish and install mirrored medicine cabinet, 14"x24" or to fit existing opening.
- Quantity: 2.00 EA \$ 190.00
8. 15.19 Veneer
Provide veneer on top of shelving under kitchen sink. Affix with adhesive required by manufacturer.
Veneer or paint inside of lav cabinets and drawers.
- Quantity: 6.00 EA \$ 150.00
- Subtotal \$ 2940.00

Exhibit "A"

16. Appliances

3. 16.02 Install Wall Oven
Furnish and install new ENERGY STAR rated wall oven. Contractor responsible to provide connections as necessary. Follow manufacturer's installation standards for spacing and combustible materials. Trim our for a professional finished product. PROVIDE WARRANTY TO HOMEOWNER. Color to white or almond.
- Quantity: 1.00 EA \$ 1275.00
4. 16.03 Install Cook-Top
Furnish and install new ENERGY STAR rated electric cook-top. Contractor is responsible to provide connections as necessary. PROVIDE WARRANTY TO HOMEOWNER. Color shall be white or almond.
- Cooktop to be gas.
- Quantity: 1.00 EA \$ 675.00
5. 16.04 Install Range Hood
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.
- Quantity: 1.00 EA \$ 325.00
- Appliances Subtotal \$ 2275.00

17. Flooring

20. 17.06 Re-stretch/reinstall carpet
Re-stretch and reinstall existing carpet, including moving furniture to accomplish work. No guarantees to owner that carpet will not be damaged during re-stretch/reinstall process.

Quantity: 2,000.00 SF \$ 275.00

19. 17.12 Shampoo Carpeting
Shampoo carpeting throughout with a non-toxic cleaning solution. Work to be performed by a fully licensed and bonded cleaning company.

Quantity: 2,000.00 SF \$ 350.00

Flooring Subtotal \$ 625.00

Exhibit "A"

21. Yard

30. 21.03 Trim bushes/trees
Trim bushes and trees against dwelling or where encroaching on fences, walls, etc. Remove pruning debris from premises.

Quantity: 1.00 EA

\$ 475.00

Yard Subtotal \$ 475.00

Exhibit "A"

N16 Appliances

1. N16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 21 cu. ft. and maximum size 23 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.

Quantity: 1.00 EA \$ 895.00

2. N16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowat-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to 2008 National Electric Code and 2009 Uniform Plumbing Code.

Quantity: 1.00 EA \$ 475.00

Appliances Subtotal \$ 1370.00

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
7941 Aviano Pines
Las Vegas, NV 89129
File No.:
Release Date: May 22, 2012

Item Addendum

- 5 Install Range Hood**
Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.
- Amended - range hood may have recirculating fan - no outside vent is necessary.** \$ included
- 6 Refinish Cabinets**
Thoroughly sand, prepare and refinish kitchen cabinets. Owner shall have choice of standard color. If cabinets are to be stained, they shall be lightly sanded after receiving stain coat, then apply two coats of varnish.
- Refinish cabinets to a blonde or red oak finish. Supply samples of proposed finish. For kitchen cabinets only.** \$ included
- 7 Medicine Cabinet R/R**
Furnish and install mirrored medicine cabinet, 14"x24" or to fit existing opening.
- Replace medicine chests in upstairs bathrooms. Surface mount medicine chest for downstairs bathroom. (3 total)** \$ 115.00
- 11 Repair Walls/Ceilings**
Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.
- Repair damaged corner bead, and damaged drywall. Paint to match existing. Paint interior of kitchen cabinets where needed and inside drawers that cannot be cleaned.
- Amended to paint green bedroom, blue bedroom and red bedroom in Polished Ivory. Pale blue bathrooms are ok, may need touchup. Also paint laundry room in Polished Ivory - semi-gloss.** \$ 1225.00
- 13 Install Cover Plates**
Provide new receptacle and switch cover plates to match existing as required throughout.
- Replace all broken cover plates for receptacles and switches.** \$ included

16 Exterior Light R/R

Furnish and install new ENERGY STAR rated exterior light fixtures at existing locations. Exterior siding repair and touch-up paint is included for a professional finished product. New fixture shall be caulked with low VOC caulk on all sides with the exception of the bottom. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

At rear patio

Add another exterior light at the front porch.

\$ 95.00

18 Repair Fencing

Remove or repair damaged fencing.

Repair rear concrete block wall.

After repair of the block wall ,scrape down existing wall and repaint wall to match existing color. Also repaint existing wrought iron gate.

\$ 1200.00

19 Shampoo Carpeting

Shampoo carpeting throughout with a non-toxic cleaning solution. Work to be performed by a fully licensed and bonded cleaning company.

Amended to include only the stairs and the entire second floor.(Approximately 750 SF) First floor carpeting to be removed and replaced with laminate.

\$ included

20 Re-stretch/reinstall carpet

Re-stretch and reinstall existing carpet, including moving furniture to accomplish work. No guarantees to owner that carpet will not be damaged during re-stretch/reinstall process.

Restretch carpet as necessary on stairs, and upstairs bedrooms and loft.

\$ included

23 Remove Surround Sound

Remove surround sound wiring and repair ceiling and wall. Paint to match existing.

Remove DISH and cables: also remove bolts in concrete which are a tripping hazard.

Remove all electrical wiring on east side of dwelling exterior, including any repairs to main panel.

\$ 145.00

29 Fireplace Doors

Provide and install glass fireplace doors which are required for all gas log fireplaces. Not required for wood-burning fireplaces.

Have fireplace checked for condition and make repairs as necessary.

Delete this item. Fireplace is in working order.

\$

36 Smoke Detectors (hard wire)

Furnish and install hard wired smoke detector(s) per 2009 IRC R313 and 2009 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. **Permit Required.**

Install an approved smoke detector in the downstairs bedroom (currently has plate over j box)

Replace hall smoke detector in upstairs hall with smoke detector that is hard wired into all smoke detectors. May be combination carbon monoxide-smoke alarm.

\$ included

37 Cable T.V. Box

Properly connect the cable T.V. box to the house wall. Ensure said box is caulked with low VOC caulk and has a cover.

New item - install cable box above the shelf at the entertainment center in the family room. Also include a 4 gangway receptacle at the same location.

New item

\$ 170.00

38 Caulking

Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers.

New Item - Caulk exterior trim at garage door and around front windows to eliminate cracks. Touchup paint to match existing.

New item

\$ 95.00

39 Remove all window treatments and existing window blinds.

New item - Remove 6 window blinds from the fixed windows in the upstairs loft area. Other blinds to remain, which are undamaged and in working order.

New item

\$ 95.00

40 Install Laminate Flooring

Provide and install new laminate flooring with pad and vapor barrier in specified location(s.) Laminate shall have at a minimum 8 ml thickness with interlocking tongue and groove. Removal of existing flooring is included.

New item - Remove carpeting from first floor. Install laminate (Nirvana Royal Mahogeny - sample at Lumber liquidators) in dining room, living room, family room, downstairs bedroom and downstairs hall, hall.

New item - Nirvana Royal Mahogeny is the new "cherry" color

\$ 5870.00

41 Install Wood Base

Furnish and install wood base at specified areas (generally in areas with carpeting or wood flooring). Base to be 3-1/4" or match existing. Paint with a 10-year quality semi-gloss low volatile organic compound (VOC) paint (<50 grams/liter of VOC.)

New item - Carefully remove existing wood base where carpet is to be removed and laminate installed. Reinstall existing base, caulk and touch up paint.

New item

\$ included

42 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. Caulk around base of toilet complete. Provide new braided stainless flex supply line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.

New item - Replace both upstairs toilets.

New item

\$ 525.00

43 Toilet Paper Holder

Provide and install a new toilet paper holder to match the existing style in the house.

New item - Replace loose towel bar in downstairs bathroom - Existing TP holders are ok

New item

\$ 35.00

44 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.

New Item - Provide a new countertop in the kitchen - Wilson Art "Antique Roca" - sample at Lowe's

New item

\$ 1395.00

NSP 3 HOUSING REHABILITATION CONTRACT

(NSP#3 Funded Contract)

This NSP 3 Housing Rehabilitation Contract (this "Contract") is made and entered into this **6th** day of **June, 2012**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 S. Main Street, Las Vegas, Nevada, 89101, and **Tucker Construction** (the "Contractor"), whose office is located at **800 N. Rainbow Blvd. #208, Las Vegas, Nevada 89107**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Neighborhood Stabilization Program #3 (the "NSP#3 Program"), which allocates funds to the City under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (P. L. 111-203) herein referred to as the "Dodd-Frank Act" and subsequent amendments thereto; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the NSP#3 Program to ensure that it conforms to that certain HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the NSP#3 Program, has created the Single Family Residential Rehabilitation Program (Homebuyer Assistance Program #2-HAP #2), which provides NSP#3 funding to be used for the benefit of low and moderate income persons (defined in the Federal Register, Volume 73, No 194), the recognized National Objectives of the NSP#3 Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the City; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to complete the Work according to the requirements of the Contract Documents. For purposes of this Contract, "Contract Documents" means this Contract, the Scope of Work described in Exhibit "A" attached hereto and incorporated herein; the plans and specifications, if any, issued by the City in connection with the Work, change orders issued pursuant to Section 14.05 below, and any amendments to this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit shop drawings and samples as may be required by the City for approval.

SECTION 2. PROJECT SITE. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **3713 Copper Keg Ct, Las Vegas, NV 89129** (the "Project Site").

SECTION 3. PERIOD OF PERFORMANCE. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance of the Work, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within 60 business days of the date of issuance of the Notice to Proceed (the "Completion Date"), unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work. The City shall have the right to the Liquidated Damages set forth in Section 14.13 below if the Contractor fails to complete the Work by the Completion Deadline.

SECTION 4. COMPENSATION. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Twenty-three Thousand Three Hundred Eighty And 00/100 Dollars (\$23,380.00)** (the "Contract Price") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

SECTION 5. WARRANTY. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after issuance of the Notice of Final Completion by the City, whichever is longer.

SECTION 6 COMPLIANCE WITH LAWS.

6.01 In General. In the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws, and to give such notices as may be required thereunder. Each permit or license necessary for the performance of any portion of the Work shall be secured and paid for by the Contractor prior to the start any performance thereof.

6.02 Plans and Specifications. If the Contractor observes that the plans and specifications, if any are provided by the City in connection with the Project, are at variance with any of the requirements of federal, state or local laws, the Contractor shall promptly notify the City in writing. Any necessary revisions to the plans and specification which result in an increase or decrease of the Work to be performed by the Contractor shall be adjusted as provided for in Section 14.05 of this Contract. If the Contractor performs any portion of the Work which is contrary to such laws, ordinances, rules and regulations, and without notice to the City, the Contractor shall bear any cost arising therefrom, which is required in order to place the Work into compliance with such laws, ordinances, rules or regulations.

6.03 Compliance with Labor Laws. If the Contract Price set forth in Section 4 above, or if the amount of any change order when added to the Contract Price, provides compensation to the Contractor which equals or exceeds \$100,000, the Contractor shall comply, and shall be responsible for ensuring that each subcontractor complies, with the state and, if applicable, federal laws pertaining to the payment of prevailing wage rates, payment of wages for overtime

work, hiring and discrimination, including the provisions NRS 338.013 through 338.090, and the requirements of the Labor Commissioner of the Department of Labor for the State of Nevada. The Contractor is responsible for ensuring that any person who is employed by the Contractor or the subcontractor at the worksite is paid prevailing wage rates pursuant to the aforementioned statutes, including the payment of prevailing wages retroactive to the beginning of the Project to each person employed by the Contractor or subcontractor (as currently required by the Labor Commissioner). If this Contract is or becomes subject to the requirements of the aforementioned statutes, including the provisions of NRS 338.020 (1), the prevailing wage rates for each of the classes of mechanics and workers as established by the State Labor Commissioner are hereby incorporated by this reference as a part of this Contract as if expressly set forth herein.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, pursuant to the requirement of NRS 338.020, the Contractor shall post the current prevailing wage rates and applicable addenda in a place at the worksite that is generally visible to the workmen. The prevailing wage rates and applicable addenda are available to the Contractor from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to assist and cooperate with the City in the investigations of each claimed violation of the prevailing wage rate laws as may be requested by the City or the State Labor Commissioner.

If this Contract is or becomes subject to the requirements of the payment of prevailing wage rate, the Contractor shall be responsible complying with the notification requirements set forth in NRS 338.013, and shall keep, and shall be responsible for ensuring that each subcontractor keeps, an accurate record showing the name, occupation or trade and the actual per diem wage and benefits paid to each workman employed by the Contractor or subcontractor in completing the Work (the "certified payroll reports"). The Contractor and each subcontractor shall submit a copy of the certified payroll reports to the City no later than 15 calendar days after the end of each month. The Contractor shall be responsible for coordinating all of the certified payroll records, including the certified payroll records for each subcontractor, in connection with the completion of the Work.

Any failure on the part of the Contractor or subcontractor to comply with the requirements imposed by NRS 338.020 through 338.090 may result in the imposition of the penalties set forth in NRS 338.090.

SECTION 8 CITY INSURANCE. The City, at its sole option, and without any obligation to do so, may procure any policies of insurance including, without limitation, Builder's Risk Insurance or Commercial Property Damage Insurance, which the City determines may be necessary in order to protect its interest in Project. If such insurance is procured by the City, the Contractor agrees to pay any deductible required therein in connection with any claim that the City may file under such coverage if the claim is caused by or is the result of the fault or negligence of the Contractor.

SECTION 9 CONTRACTOR INSURANCE.

9.01 In General. The Contractor shall provide and maintain continuously in full force and effect for the policy periods specified below the insurance policies specified in this Section.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract.

9.02 Commercial General Liability Insurance. The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Work). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to this Contract, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.03 Automobile Liability Insurance. The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

The City, its officers, employees and agents, shall be named as additional insured parties with respect to liability arising out of the activities performed by or on behalf of the Contractor involving vehicles owned, leased, hired or borrowed by the Contractor.

9.04 Workers' Compensation. Unless the Contractor is a sole proprietor, the Contractor shall provide and maintain for the duration of the Contract, Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage. If the Contractor is a sole proprietor, evidence sufficiently acceptable to the City shall be provided of such fact.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Contract
Name Insured:	Contractor
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9.05 Acceptable Insurance Company. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

9.06 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$20,000 in the Contractor's insurance must be declared and approved by City.

9.07 Certificates of Insurance. The Contractor will deliver to the City's representative identified below, a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

Sue Prescott
Neighborhood Development Division,
Economic and Urban Development Department
495 S. Main Street
Las Vegas, Nevada 89101

Phone: (702) 229-2330 • Fax: (702) 385-3128
Email: sprescott@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City upon request.

9.08 Renewal Policies. If any of the policies of insurance provided by the Contractor expire during the term of this Agreement, the Contractor shall promptly deliver to the City Representative -a renewal certificate of insurance with respect to each required policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the City Representative not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

9.09 Cancellation and Modification of Insurance Coverage. Except for the Worker Compensation Insurance required pursuant to Section 9.04 (Workers Compensation) above, each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Contractor and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

9.10 No Recourse. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section.

9.11 Endorsements and Waivers. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

(i) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

(ii) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Work or any change in ownership of all or any portion of the Work shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

(iii) The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.12 Failure to Provide or Maintain Insurance Coverage. The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of this Contract. In addition to the remedies that the City may have pursuant to Section 11 (Breach and Remedies) below, the City may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the City in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

SECTION 10 INDEMNIFICATION. In addition to insurance requirement set forth in Section 9 (Contractors Insurance) above, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The City may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 11 BREACH AND REMEDIES. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work, (iv) maintain solvency, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or (v) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled, at its option, to terminate this Contract, and/or to provide such labor, materials and equipment necessary to remedy the breach or failure on the part of the Contractor and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the breach or failure, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 12 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 14.27 (Notices) below. In the event of such termination pursuant to this Section, the Contractor shall be entitled to recover for the labor expenses incurred as of the

effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 13 RESOLUTION OF CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES

13.01 Alternative Dispute Resolution. Any claim, dispute or other controversy (collectively the "Claim") that may arise between the City and the Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, however, if the Claim cannot otherwise be settled through such good faith efforts, the parties shall use an alternate dispute resolution method before initiation of any judicial action on the Claim. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice is provided pursuant to Section 13.04 (Notice of Dispute) below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada.

13.02 Work to Proceed. While the alternate dispute resolution or judicial action is pending, if any Work is pending under the Contract, the Contractor shall proceed with the completion thereof in accordance with the requirements of the Contract, unless otherwise agreed upon in writing by the parties.

13.03 Alternate Dispute Resolution Costs and Fees. The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the prosecution or defense of the Claim.

13.04 Notice of Dispute. The Contractor agrees to provide the City with written notice of its Claim as soon as possible, but not in any event to exceed 2 days after its occurrence. The written notice shall set forth with specificity the nature of the Claim, the relief sought, and other matters properly relating thereto. The notification is important to the City so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the Claim may have on the progress of the Work, and to enable the City to properly verify any costs incurred by the Contractor as a result the Claim. The failure of the Contractor to provide proper notice to the City as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the City may have against the Contractor relating to the construction of the Work.

13.05 Acceptance of Final Payment. As to any Claims, known or unknown, which the Contractor may have against the City arising out of the Work to be completed under this Contract, the Contractor agrees that the acceptance of final payment from the City shall

constitute a waiver and release of the City from liability for of any and all such Claims, and that the Contractor shall have no further recourse against the City.

SECTION 14 GENERAL TERMS AND CONDITIONS

14.01 Responsibility for the Work and Project Site. The Contractor is responsible for protecting and securing the Work and the Project Site. As a part of that responsibility, the Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage). The Contractor assumes this responsibility regardless of whether or not the City has purchased any insurance (such as Builder's Risk Insurance), which would have protected the interest of the Contractor.

The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the City or any other person, including, without limitation, continuously inspecting the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, which conditions the Contractor shall be solely responsible for correcting. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, the safeguards necessary for the protection of workers and the public and shall post danger signs warning against construction hazards as protruding nails, hoists, well holes, scaffolding, windows openings, stairways and failing materials. The Contractor shall make good any damage, injury or loss suffered by the City or any other person which is caused by the Contractor.

The Contractor shall cooperate with the City on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

As part of its responsibility set forth herein, the Contractor is fully responsible for preserving the security of any keys granting access to the Project Site which may have been given to the Contractor for purposes of completing the Work required under this Contract. The Contractor will be responsible for ensuring that the Project Site is properly locked and secured at the end of each construction day, and will return the keys to the proper City representative at the final walk through or inspection of the Work by the City.

14.02 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the precautions necessary to ensure the safety of employees at the Project Site including, without limitation, complying with all applicable federal, state and local laws, ordinances, rules or regulations of any public authority bearing on the protection of persons or property from damage, injury or loss.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

14.03 Prosecution of the Work. The Contractor shall work in such a manner as to not cause any excessive noise disturbance to neighbors near the Project Site, including complying with the applicable noise limits imposed by the law. The Contractor is responsible for the removal of all construction debris and waste generated as a result of work performed either by the general or subcontractor(s).

The Contractor shall confine equipment and storage of materials to the requirements imposed by federal, state or local laws, or pursuant to any directions issued by the City, and shall not unreasonably encumber the Project Site with the Contractor's supplies or materials. The Contractor shall not structurally load or permit any part of the Work or Project Site to be loaded with a weight that will endanger the safety of the workers.

If the Work involves the rehabilitation of an occupied residence, the Contractors shall make allowances in their bid prices such additional costs to minimize the inconvenience to the occupant, such as having to work around or remove furniture, adjusting working hours to accommodate occupant's daily routine. The Contractor shall remove any existing furniture necessary to perform the Work and cover and protect all carpets and furniture in the area of the Work. Passageways and hallways shall be kept clear of debris, lumber, or equipment. Bulk materials may not be stored inside the residence.

The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's employees, or the Work. At the completion of the Work, the Contractor shall remove all remaining debris and rubbish (including paint chips), and the Contractor's tools, scaffolding and surplus materials from and about the Project Site, leaving the Project Site in a "broom cleaned" condition unless more extensive cleaning is required by the City.

If any exterior work is to be done, the Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or other areas exterior to the building and within the boundary of the Project Site. Debris and waste (including paint chips) will be removed from the Project Site as a part of the clean up by the Contractor.

The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together and properly fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the plans and specifications for the Work. Following completion of the Work and inspection by the City, the Contractor shall correct any defects that have been identified. Any cost caused by defective or ill-timed work shall be compensated by the party responsible as determined by City. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work of any other contractor without the consent of that contractor and the City.

14.04 Inspections and Testing. The City, its representatives (including inspectors of the Building Department of the City) shall have access at all time to the Work, wherever it is in preparation or progress, in order that City may perform its functions under the Contract Documents. If the plans and specifications, or the laws, ordinances, regulations of any public authority require that any portion of the Work be specially inspected or tested as a condition of approval thereof, the Contractor shall give City timely notice of the date fixed for such inspection or testing, and any required certificate of inspection evidencing approval of the inspected Work shall be secured by the Contractor and provided to the City. Any corrections required by the City or other public authority shall be promptly made following receipt of a fully executed Change Order issued pursuant to Section 14.04 (Changes in the Work) below.

14.05 Changes in the Work.

a. Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Contract, and any changes so made in the amount of Work involved, or any other parts of this Contract, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 13 above.

b. Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order from the City, the Contractor shall be deemed to have waived any claim for extra compensation for such extra work, regardless of any written or verbal protests or claims by the Contractor.

c. Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

14.06 Claims for Extra Costs and Deductions for Uncorrected Work. At no time will the Contractor perform any work not contained in the Contract Documents regardless of any instructions, drawings or otherwise, which results in any extra cost to the Contractor, unless a fully executed Change Order is received from the City. The Change Order will be created through a written request from the Contractor outlining in line item detail the additional work being requested; either by the City or the Contractor and an itemized cost of such work. Only after receipt of a fully executed Change Order from the City may Contractor proceed to perform the work specified in the Change Order.

If the City determines that it is impractical to correct the Work which is unacceptable or not done in accordance with the requirements of the Contract Documents, an equitable deduction from the Contract Price shall be made as determined by the City.

14.07 Delays and Time Extension. If the Contractor is delayed at any time in the progress of the Work by any act of neglect by City or of any of City's employees or subcontractors, or as a result of any labor dispute, fire, unusual delay in transportation, unavoidable casualties or any other cause beyond the Contractor's control, or by any other cause which City decides justifies an extension; the Completion Date set forth in Section 3 above may be extended for such reasonable time as determined by the City. A written request for an extension must be made by Contractor to City within seven (7) days after the occurrence of the delay. A time extension, and not the recovery of any damages, shall be the exclusive remedy of the Contractor for each delay beyond the control of the Contractor, and is not caused by the City. This Section does not exclude the recovery by the City of damages for any delay in the completion of the Work beyond the Completion Date which is caused by the Contractor.

14.08 Correction of Work before Substantial Completion. Without any expense to the City, the Contractor shall promptly redo or replace the Work, or portion thereof, rejected by City as failing to conform to the requirements of the Contract Documents, whether incorporated or not as part of the Work, so as to comply with the Contract Documents and shall bear the expense of making good all work destroyed or damaged by such redo or replacement.

14.09 Correction of Work after Final Completion. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the issuance of the Notice of Final Completion to the Contractor. The City shall give notice of observed defects with reasonable promptness. All questions arising under this Section shall be decided by the City, notwithstanding final payment by the City.

14.10 Contractor's Right of Termination for Suspended Work. If progress on the Work is stopped under the order of any court or other public authority for a period of thirty (30) days, and such order of suspension is not due to any act or fault of the Contractor or any person employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the City, terminate the Contract and recover from the City payment for the Work completed up to the time of the suspension.

14.11 Payments. The Contract Price will be paid to the Contractor in a single payment at the completion of the Work, or in progress payments, as hereinafter provided.

a. Single Payment. If the amount of the Contract Price is \$25,000 or less, the Contractor will submit one invoice in the total amount thereof to the City for payment within five days (5) of receipt of the Notice of Final Completion from the City. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice provided the Contractor has complied with all of the conditions for payment set forth in subsection (c) of this Section.

b. Progress Payments. If the Contract Price exceeds \$25,000; the Contractor may elect to receive partial payments upon verification that the portion of the Work for which payment is requested has been completed by the Contractor. The Contractor will receive a check within thirty-days (30) of submittal of an approved invoice.

c. Conditions for Payment. No payment will be made to the Contractor until occurrence of the following conditions:

(i) The Building and Safety Department of the City and the Housing Rehabilitation Specialist have inspected and approved the Work, or portion thereof for which payment is requested.

(ii) For the completed Work, or portion thereof for which payment is requested, the Housing Rehabilitation Specialist has been provided with the proper lien waivers or releases as may be required by the City from the Contractor, and/or from the subcontractors performing any portion of the Work for which payment is requested, which waivers or releases are in a form satisfactory to the Housing Rehabilitation Specialist. In lieu of providing the necessary lien waivers or releases required herein as condition to payment, if the Contract Price is for \$1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the homeowner and/or the City against any and all claims and/or liens which may be filed against the Project Site by any and all laborers or suppliers who may have a right to file such lien.

(iii) For final payment of the Contract Price, the Contractor and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work (including any punch list items) as completed by the Contractor.

14.12 Withholding of Payment. The City may withhold from any payment of the Contract Price owing to the Contractor that amount as may be necessary to protect City from any loss which may result from (i) defective work not remedied, (ii) filed claims or the existence of reasonable evidence indicating the probable filing of such claims, (iii) failure of the Contractor to make payments properly to subcontractors for materials or labor, (iv) a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price if the requested payment is made to the Contractor, (v) damages suffered by another contractor, or (vi) damages suffered by the City resulting from the failure of the Contractor to complete the Work by the Completion Deadline. If, to the satisfaction of the City, the basis or reason for which payment was withheld no longer exists, payment of the amount withheld will be made to the Contractor.

14.13 Liquidated Damages. The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to be completed by the Completion Date set forth in Section 3 above. The Contractor further acknowledges that the City will suffer damages which are difficult to ascertain if the Work is not completed by the Completion Date, such as, but not necessarily limited to, the loss of the use of the Work by the City, the additional cost to the City of protecting and maintaining the Property which is the site of the Work, the inability of the City to offer the Property for sale to the public thereby relieving the community need for affordable housing, and the loss suffered by the persons and families who are in need of affordable housing because of the current economic climate existing in Clark County, Nevada. Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the City and the public if the Contractor fails to complete the Work by the Completion Date, the Contractor agrees to pay liquidated damages in the amount of One Hundred Dollars (\$100) (the "Liquidated Damages") to the City for each day beyond the Completion Date that the Contractor fails to reach final completion of the Work. By executing

this Contract, the Contractor agrees that the amount of liquidated damages set forth herein is fair and reasonable. The Liquidated Damages provided for herein pertain only to the failure to complete the Work by the Completion Date, and does not preclude the City from recovering damages for any other breach of the Contract by the Contractor, including, without limitation, the increased costs to the City in completing the Work. The Liquidated Damages shall be in addition to any other remedies that may be available to the City.

The City shall have right to withhold the Liquidated Damages pursuant to this Section from any monies due and owing the Contractor under this Contract, and to the extent that the amount withheld is less than the amount of Liquidated Damages due to the City, the Contractor agrees to pay the deficiency within fifteen (15) calendar days of receipt of an invoice from the City. This City's right to withhold such money is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 13 (Resolution of Claim, Dispute or other Controversy between the Parties) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and dispute resolution procedures set forth in that Section. If the City permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the City of any of its rights or remedies under the Contract.

14.14 Liens. The Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Work, which is the subject of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted on any amount of labor or materials furnished for the Work and, in the event of a filing, shall proceed to remove such lien or defeat such claim.

Neither the final Payment or any partial payment, nor any part of the retained percentage, shall become due until the Contractor, if required, delivers to the City a complete waiver or release of all liens arising out of the Work as required, or bond as permitted, pursuant to Section 14.11(c) (Conditions for Payment) above. If any lien is discovered and remains unsatisfied after all payments have been made of the Contract Price, the Contractor shall repay to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

14.15 Assignment Prohibited. The Contractor shall not assign this Contract, or any portion thereof, or assign any monies due or to become due hereunder to the Contractor, without the prior written consent of the City.

14.16 Separate Contracts. The City reserves the right to let other contracts in connection with the Work. The Contractor shall afford the other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor agrees to properly connect and coordinate the Contractor's portion of the Work with the work of the other contractors. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to City any defects in such work that renders the Contractor unable to complete the Work. The failure of the Contractor to so inspect and report to the City as required herein shall constitute an acceptance of the other contractor's work as fit and proper for the

performance of the Work by the Contractor, except as to latent defects, which may develop in the other contractor's work after the execution of performance of the Work by the Contractor.

14.17 Independent Contractor. The Contractor is fully responsible to the City for the acts and omissions of each subcontractor, and the persons either directly or indirectly employed by the subcontractor, performing any portion of the Work. Nothing contained in the Contract Documents shall create any contractual relationship, or any employer/employee relationship, between the City and any subcontractor hired by the Contractor.

14.18 Subcontracts. The Contractor agrees to bind every subcontractor performing any portion of the Work to comply with the requirements of the Contract Documents. Nothing in this Contract shall create any obligation on the part of the City to pay, or see to the payment of, any money due and owing to any subcontractor.

14.19 Visits to the Project Site. The City, through its duly designated representative, may make periodic visits to the Project Site to view or observe the progress and quality of the Work and to determine in general if it is proceeding in accordance with the Contract Documents. The representative will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. During such visits, and on the basis of observations while at the site, the City, through its representative, will endeavor to guard against defects and deficiencies in the work of Contractor, and may reject or condemn any portion of the Work as failing to conform to the Contract Documents. The City shall have authority to stop the progress of the Work whenever such stoppage may be necessary in its opinion to insure the proper execution of the Contract.

14.20 Documentation. The Contractor agrees to provide certain information concerning the financial status and ethnic classification for each employee hired by the Contractor or subcontractor involved in completing the Work on the Project. The Contractor agrees to complete the document entitled, to-wit: Contractor/Subcontractor Baseline Employee Data Form, which must be submitted to the City as a condition to issuance of the Notice to Proceed. Prior to final payment by the City, the Contractor shall submit a completed Contractor/Subcontractor End of Project Employee Data Form and the General and Subcontractor Data Summary Form. The Contractor can obtain all of the aforementioned forms from the Economic and Urban Development Department of the City.

14.21 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

14.22 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

14.23 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

14.24 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

14.25 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) or by the court, including any appellate court, in which such matter is litigated, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

14.26 Disclosures. Pursuant to NRS 624.600, the Contractor shall provide to the City, as the owner of a single-family residence where the Contractor has contracted to perform the Work, the following information:

- (i) The name, license number, business address and telephone number of:
 - (1) All subcontractors with whom he has contracted on the project; and
 - (2) All persons who furnish materials of the value of \$500 or more to be used on the Project.
- (ii) A notice that a person described in subsection (a) may record a notice of lien upon the residence of the City and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.
- (iii) An informational form, whose contents must be prescribed by the Board, regarding:
 - (1) Contractors pursuant to chapter 624 of NRS; and
 - (2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

14.27 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Economic and Urban Development
City Hall, Sixth Floor
495 S. Main Street
Las Vegas, Nevada 89101

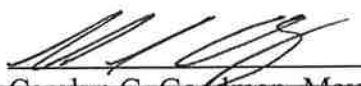
To the Contractor: Tucker Construction
800 N. Rainbow Blvd. #208
Las Vegas, NV 89107

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF LAS VEGAS

CONTRACTOR:

By:  6-11-12
Carolyn G. Goodman, Mayor Date

By: 
Representative

Stavros S. Anthony, Mayor Pro-Tem

Contractor Information:

ATTEST:

 6/11/2012
Beverly K. Bridges, MMC Date
City Clerk

Project Manager: **Jennifer Wampole**
Address: 800 N. Rainbow Blvd. #208
Las Vegas, NV 89107

Phone: 702-474-4489
NV CONTRACTOR License Number:
0050214

Approved as to form:

 6-6-12
Robert S. Sylvain Date
Deputy City Attorney

Exhibit "A"

City of Las Vegas
Economic and Urban Development Department

BID REQUEST FORM

DATE BIDS DUE 5/16/12

DATE BIDS RELEASED 5/7/12

Project City of Las Vegas
3713 Copper keg Ct
Las Vegas, NV 89129
Phone:

The following is hereby submitted as per your request. This bid covers all work and/or specified items 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 construction materials, 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 Twentythree thousand three hundred eighty Dollars: (\$ 23,380 -

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.

For questions, please contact:

Economic and Urban Development Department
495 S. Main St.
Las Vegas, NV 89101
229-2330

Contractor Information

Name: Tucker Construction
Address: 800 N Main Hwy #208
City, St, Zip: W NV 89107
Phone: 474-4489
State Contractors License Number: 50214 Exp Date: 2/14

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 5/10/12

Exhibit "A"

03. Exterior Wall Covering

18. 03.02 Repair Stucco
Patch all holes in stucco to match exterior texture. Finish patch shall be ready for painting.
Repair stucco in rear and paint to match existing.

Quantity: 10.00 EA

\$ 100-

Exterior Wall Covering Subtotal \$ 100-

Exhibit "A"

04. Paint

25. 04.03 Paint Doors

Prepare and paint all wood trim and doors with 10-year quality semi-gloss enamel low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) All surfaces shall be free from holes, defects and irregularities. Paint shall be applied in accordance with manufacturer's recommendations.

Paint new front door.

Quantity: 1.00 EA

\$ 75-

24. 04.15 Paint Wrought Iron

Thoroughly prepare surface by scraping off all loose and flaking paint. Prime exposed area, paint utilizing rust-inhibitor wrought iron paint.

Quantity: 32.00 S.F.

\$ 75-

Paint Subtotal \$

150-

07. Mechanical

23. 07.06 HVAC Split System (Roof Mounted Air Handler)
 Provide and install a new gas/electric ENERGY STAR rated 14 SEER roof mounted HVAC split system. The Installation shall include new metal stand, roof jack and painted condensation line. The condensation line shall contain a P-trap. New programmable thermostat shall be included. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). New system shall be sized with new Manual J and Manual S 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 conditioned. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilize 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. If required for permit issuance, contractor is responsible for supplying drawings and calculations (plumbing and/or engineering). Equipment is to be indicated by model, type, size, BTU, location, and material specification. All existing and new equipment is to be indicated. New install to include a new filter with a MERV of 6 or less. Included is a new programmable thermostat. All work to be in compliance with 2008 National Electric Code and 2009 Uniform Mechanical Code. Contractor or a building analyst professional shall conduct a duct blaster test at the end of the installation to ensure leakage is within 5% of the square footage of the unconditioned space. Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER.

4T

Quantity: 4.00 TON

Mechanical Subtotal \$

\$ 5280 -

Exhibit "A"

08. Plumbing

26.	08.17	Waste/Overflow - R/R Provide new chrome plated waste and overflow in bathtub. Include tailpiece and new trap. Replace waste and overflow and diverter valves - hall bathroom	Quantity: 2.00 EA	\$ <u>50-</u>
37.	08.21	Toilet Repair Replace all interior tank parts of toilet, including angle stop and supply line. Replace deteriorated toilet seat.	Quantity: 1.00 EA	\$ <u>25-</u>
29.	08.25	Lav Drain Lines R/R Provide new drain lines and trap at bathroom sink. One piece wall escutcheon shall be included. Lav sinks in master bath are slow. Clean all lav drain lines.	Quantity: 3.00 EA	\$ <u>75-</u>
36.	08.49	Toilet Paper Holder Provide and install a new toilet paper holder to match the existing style in the house. In powder room	Quantity: 1.00 EA	\$ <u>25-</u>
27.	08.67	Toe Stop Provide and install a new toe stop in the bathtub.	Quantity: 1.00 EA	\$ <u>25-</u>
28.	08.69	Drip Pan Provide and install a new drip pan under the water heater.	Quantity: 1.00 EA	\$ <u>0.00</u>
Plumbing Subtotal \$				<u>200.00</u>

Exhibit "A"

09. Electrical

12. 09.02 GFCI Receptacles

Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2008 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover.
Permit Required.

Add one resettable GFI for upstairs bathrooms.

Quantity: 1.00 EA

\$ 50.⁰⁰

15. 09.05 Install Cover Plates

Provide new receptacle and switch cover plates to match existing as required throughout.

Install bubble covers on exterior GFIs (front and rear)

Quantity: 2.00 EA

\$ 100.⁰⁰

16. 09.06 Exterior Light R/R

Furnish and install new ENERGY STAR rated exterior light fixtures at existing locations. Exterior siding repair and touch-up paint is included for a professional finished product. New fixture shall be caulked with low VOC caulk on all sides with the exception of the bottom. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace defective exterior light at rear patio.

Quantity: 1.00 EA

\$ 50.⁰⁰

31. 09.09 Interior Light R/R

Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace bar lights in master bathroom and hall bathroom (each is a 6 light bar)

Quantity: 2.00 EA

\$ 200.⁰⁰

17. 09.22 Rewire Existing Wiring

Remove existing wiring to eliminate violations, illegal splices, etc.
Remove all loose, disconnected, frayed, dead end, improperly hung or temporary wiring. Disconnect and remove any taps or splices, permanent or temporary, that do not comply with 2008 National Electric Code. All exterior electrical wiring to be encased in conduit.

Switches may be defective. Check wiring in upstairs hall and bedrooms.

Quantity: 1.00 EA

\$ 50.⁰⁰

34. 09.30 Abandon Exterior Electric

Abandon the electrical connection at the rear of the house that was used for the spa. All underground conduit and wiring is to be removed. Stucco patch and paint the wall to match existing where the panel is to be abandoned.

Remove 2 DISH attached to house, including all cable.

Quantity: 2.00 EA

\$ 20.⁰⁰

14. 09.33 Energy Efficient Light Bulbs

Provide and install new ENERGY STAR rated energy-efficient, low mercury compact florescent light bulbs that have a minimum life span of 10,000 hours in specified light fixtures.

Quantity: 30.00 EA

\$ 150.⁰⁰

Exhibit "A"

09. Electrical continued...

13. 09.51 Carbon Monoxide Detector

Provide and install a new carbon monoxide detector in the hall no farther than 15' from any bedroom doorway. Detector is not to be installed in close proximity to the kitchen. Unit to be 120 volt with 9 volt battery back up.

Quantity: 1.00 EA

\$ 100-

Electrical Subtotal \$ 720-

Exhibit "A"

10. Windows

30. 10.07 Install Screens
Furnish and install new aluminum window screens.
On all openable windows that are not screened.

Quantity: 10.00 EA $\frac{11}{10}$ \$ 550.00
Windows Subtotal \$ 550.00

Exhibit "A"

11. Doors

8. 11.01 Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, R-4 insulated door, at specified location. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset and a 1600 vision security peephole. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look.
- Replace damaged front door. Paint to match existing trim.
- Quantity: 1.00 EA \$ 250.00
5. 11.05 Entry Lockset R/R
Provide entry lockset on specified doors. Key alike.
- Quantity: 1.00 EA \$ 0.00
6. 11.07 Weatherstripping
Provide 3 piece adjustable jamb-up weatherstripping on specified doors. Adjust for weatherproof fit.
- At garage door opening
- Quantity: 1.00 EA \$ 50.00
7. 11.13 R/R Hinges
Replace door hinges as specified.
- Self-closing hinges on pedestrian/garage door. Add striker plate hardware.
- Quantity: 1.00 EA \$ 10.00
9. 11.36 Striker Plate
Provide and install a new proper fitting striker plate on the door jamb.
- at garage - pedestrian door
- Quantity: 1.00 EA \$ 5.00
10. 11.40 Sliding Glass Door Screen
Provide and install a new screen door on the sliding glass door in the specified location. Color to match existing and contain a locking device.
- Quantity: 1.00 EA \$ 125.00
11. 11.49 Secondary Lock on Patio Slider
Provide a secondary lock for the existing slider.
- Quantity: 1.00 EA \$ 25.00
- Doors Subtotal \$ 465-

13. Construction**4. 13.35 Caulking**

Remove deteriorated caulking, where necessary, and re-caulk around countertops, vanities, toilets, tubs and showers.

Kitchen countertops need to be re-grouted, caulked, around all toilets, at tubs and lavs

Quantity: 200.00 LF

\$ 200-

33. 13.47 General House Cleaning

Clean the entire house by scrubbing all vinyl or tile floors to remove all dirt and stains; cleaning all tile surfaces and grout to remove dirt and stains; removing all marks on the walls and ceilings; removing all stains from the kitchen and bathroom sinks and bathroom shower pans; Scrub all toilets including the exterior and bowl to remove all stains; Remove all glass stains from showers and windows; remove all mold from showers. Clean out kitchen cabinet drawers and under the sinks to remove all dirt and stains; Remove all dirt and stains from under all bathroom vanities. Remove all dirt from window and sliding glass door tracks. All work to be performed by a fully licensed and bonded cleaning service.

Quantity: 1.00 LS

\$ 200-

Construction Subtotal \$ 400-

14. Ceramic Tile**3. 14.09 Ceramic Floor Tile (NSP all sites)**

Provide and install new 12" X 12" or 16" X 16" ceramic tile on the floor in the specified location(s.) Tile shall be installed level and flush in a workmanlike manner. Grout and seal all joints. Color to be Mesa Beige, Capri Classic or Fall Creek Bone

Remove all tile on first floor.

Quantity: 673.00 SF

\$ 3360 -

Ceramic Tile Subtotal \$ 3360 -

Exhibit "A"

15. Cabinets

38. 15.19 Veneer

Provide veneer on top of shelving under kitchen sink. Affix with adhesive required by manufacturer.

Quantity: 1.00 EA

\$ 25-

Cabinets Subtotal \$ 25-

Exhibit "A"

16. Appliances

1. 16.05 Install Refrigerator
Furnish and install new ENERGY STAR rated frostless, 2-door, glass shelved, top freezer refrigerator. Minimum size shall be 23 cu. ft. and maximum size 25 cu. ft. dependant on the area where the unit is to be placed. City of Las Vegas representative and contractor(s) will determine the appropriate size to be installed. PROVIDE WARRANTY TO HOMEOWNER OR CITY OF LAS VEGAS REPRESENTATIVE. Color to be white or almond.

Quantity: 1.00 EA

\$ 1060 -

2. 16.06 Install Dishwasher
Install a new ENERGY STAR rated CEE Tier 2 dishwasher with a Minimum Energy Factor of 0.68 or greater and a Maximum Annual Energy use of 325 kilowatt-hours or less. Contractor is responsible for all electrical and plumbing connections and shall conform to current National Electric Code and Uniform Plumbing Code.

Quantity: 1.00 EA

\$ 520 -

Appliances Subtotal \$

1580 -

Exhibit "A"

17. Flooring

20. 17.07 Install Wood Base
Furnish and install wood base at specified areas (generally in areas with carpeting or wood flooring).
Base to be 3-1/4" or match existing. Paint with a 10-year quality semi-gloss low volatile organic
compound (VOC) paint (<50 grams/liter of VOC.)

Replace all wood base throughout the entire house.

Quantity: 1,500.00 LF

\$ 1600-

21. 17.19 Install Laminate Flooring
Provide and install new laminate flooring with pad and vapor barrier in specified location(s.) Laminate
shall have at a minimum 8 ml thickness with interlocking tongue and groove. Removal of existing flooring
is included.

Provide laminate flooring in all bedrooms (4).

Quantity: 1,700.00 SF

\$ 4500-

Flooring Subtotal \$ 6100-

Exhibit "A"

19. Clean Up/Permits

32. 19.04 Clean Up Stains on Concrete/exterior of dwelling
Remove oil stains from concrete, and/or remove bird droppings from concrete and exterior of dwelling.

At front porch area

Quantity: 1.00 EA

Clean Up/Permits Subtotal \$

25- \$25-

Exhibit "A"

21. Yard

35. 21.03

Trim bushes/trees

Trim bushes and trees against dwelling or where encroaching on fences, walls, etc. Remove pruning debris from premises.

Trim overgrown bushes and trees.

Quantity: 2.00 EA

\$ 100-

Yard Subtotal \$ 100-

Exhibit "A"

25. Fascia

19. 25.02 Repair fascia, wood trim

Provide new trim, prepared and painted to match existing; repair boards not needed to be replaced.

Repaint entire fascia - existing is deteriorated.

Quantity: 15.00 EA

\$ 500-

Fascia Subtotal \$ 500-

N17 Flooring

22. N17.05 Install Carpet & Pad

Furnish and install new carpet and pad. Both carpet and pad shall meet FHA requirements, per HUD/FHA UM-44d, which shall be stamped on the materials. Pad shall be a Bonded Urethane. 0.47 thick, with a 1959 density rating. Carpet shall have a "Face Weight" of 48 oz., be 100% polyester with a seven (7) year wear and texture retention warranty. Carpet must also have "Scotchguard" stain release, or equivalent stain protection. Proof of carpet specification shall be provided to the City of Las Vegas representative prior to installation. Pad shall be glued, new tack strip shall be installed, and carpet shall be installed with a minimum number of seams. If contractor installs carpet and/or pad not specified, the City of Las Vegas representative shall be provided with proof of FHA certification. Removal of existing flooring is included. **Color Is Latte.**

On stairs and upstairs hall.

Quantity: 164.00 SF

\$ 600-

Flooring Subtotal \$ 600-

City of Las Vegas
Economic and Urban Development 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

City of Las Vegas
3713 Copper Keg Ct
Las Vegas, NV 89129
File No.:
Release Date: May 07, 2012

Item Addendum

3 Ceramic Floor Tile (NSP all sites)

Provide and install new 12" X 12" or 16" X 16" ceramic tile on the floor in the specified location(s.) Tile shall be installed level and flush in a workmanlike manner. Grout and seal all joints. Color to be Mesa Beige, Capri Classic or Fall Creek Bone.

Remove all tile on first floor.

Color to be Fall Creek Bone (may have to order directly from manufacturer Dal Tile).

16 Exterior Light R/R

Furnish and install new ENERGY STAR rated exterior light fixtures at existing locations. Exterior siding repair and touch-up paint is included for a professional finished product. New fixture shall be caulked with low VOC caulk on all sides with the exception of the bottom. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace defective exterior light at rear patio.

Add replacing the exterior light at the front door.

21 Install Laminate Flooring

Provide and install new laminate flooring with pad and vapor barrier in specified location(s.) Laminate shall have at a minimum 8 ml thickness with interlocking tongue and groove. Removal of existing flooring is included. Provide laminate flooring in all bedrooms (4).

laminate flooring to be French Oak

28 Drip Pan

Provide and install a new drip pan under the water heater.

Delete this - will be included in new water heater installation.

30 Install Screens

Furnish and install new aluminum window screens. On all openable windows that are not screened.

Correct number is 11 screens.

31 Interior Light R/R

Furnish and install new ENERGY STAR rated light fixture of similar style complete with ENERGY STAR rated compact florescent bulb at existing location. Any drywall patching and painting is included for a professionally finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Replace bar lights in master bathroom and hall bathroom (each is a 6 light bar)

\$ 0.00

\$ 100.00

\$ 0.00

\$ 0.00

\$ 0.00

Add replacing the fan/light in dining room area. To be brushed nickel or white....separately switched fan and light.

\$200.00

32 Clean Up Stains on Concrete/exterior of dwelling

Remove oil stains from concrete, and/or remove bird droppings from concrete and exterior of dwelling.

At front porch area

At front porch area add a 2' x 3' x 4" stoop at the front entry to reduce the over-height step into the dwelling.

\$150.00

39 Install Range

Furnish and install new 30" or 36" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.

Replace deteriorated stove.

\$700-

40 Install Range Hood

Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 5.5 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.

Replace inoperable microwave with range hood which is vented to the exterior.

\$300-

41 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.

Replace deteriorated tile countertop. Approx. 30 SF of new countertop - Countertop to be Wilson Art "Antique Roca" - sample at Lowe's

\$500-

42 Kitchen Sink - R/R

Remove and replace kitchen sink with a new stainless steel 20 gauge, deep bowl, 4-hole sink, complete with baskets. Fasten securely and caulk rim. Reconnect plumbing.

Replace deteriorated kitchen sink. Re-install new kitchen faucet.

\$200-

43 Repair Walls/Ceilings

Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing.

Repair drywall in rated walls and ceiling in garage.

\$100-

44 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, atmospherically vented, 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 valve with 3/4" copper or schedule 40 PVC 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 2009 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. Appliance must pass worst case depressurization (-2Pa), spillage, draft and CO. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. Permit Required.

Replace existing water heater.

\$900-

45 Clothes Rod

Provide and install a new wooden clothes rod with end supports complete in the specified location. Add shelf above clothes rod in closet.

Install missing clothes poles in all closets. (6)

\$50-

Item Addendum

46 Remove Debris

Contractor is responsible for removal of all construction related debris from house, yard and surrounding area, and dispose of in a proper manner.

Remove debris from top of patio cover.

\$25-

Total Cost of Addendum Items

\$3225-

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

P. Jacobs

Housing Rehabilitation Specialist

May 9, 2012

Date