

City of Las Vegas Redevelopment Agency
Council Chambers • 400 Stewart Avenue
Phone - 229-6011 [Voice] 386-9108 [TDD]

MINUTES

Meeting of
APRIL 18, 2007
9:00 A.M.

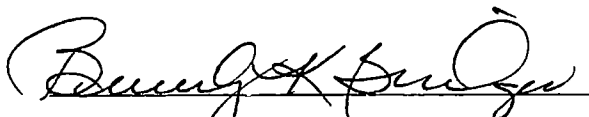
(Following the morning session of the City Council Meeting)

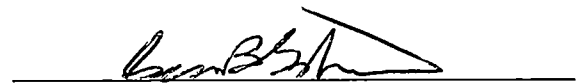
Called To Order: 2:02 P.M.
Adjourned: 2:23 P.M.

REDEVELOPMENT AGENCY	PRESENT	ABSENT	EXCUSED
CHAIRMAN OSCAR B. GOODMAN	☒	☐	☐
MEMBER GARY REESE - VICE-CHAIRMAN	☒	☐	☐
MEMBER LARRY BROWN (Excused from the meeting until 2:06 PM)	☒	☐	☐
MEMBER STEVE WOLFSON	☒	☐	☐
MEMBER LOIS TARKANIAN	☒	☐	☐
MEMBER STEVEN D. ROSS	☒	☐	☐
MEMBER BRENDA J. WILLIAMS	☒	☐	☐
DOUG SELBY, EXECUTIVE DIRECTOR (Excused from the meeting until 2:05 PM)	☒	☐	☐
BRADFORD JERBIC, CITY ATTORNEY	☒	☐	☐
BEVERLY K. BRIDGES, ACTING SECRETARY	☒	☐	☐

APPROVED BY REFERENCE MAY 16, 2007

ATTEST:


ACTING SECRETARY


CHAIRMAN

**REDEVELOPMENT AGENCY MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS**

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>

April 18, 2007

9:00 AM

(Following Morning Session of the City Council Meeting)

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8 00 PM, AND ALSO ON FRIDAY AT 4 00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1 00 PM

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5 00 EACH THROUGH THE CITY CLERK'S OFFICE.

- 1 CALL TO ORDER
- 2 ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- 3 RA-4-2007 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency (RDA) and Exber, Inc., d/b/a El Cortez Hotel & Casino located at 112 and 116 North Las Vegas Boulevard (APN 139-34-611-002 and 003), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 (Williams) [Note: This item is related to Council Item 76 (R-27-2007) and RDA Item 4]
- 4 Discussion and possible action regarding a Commercial Visual Improvement Program (CVIP) Agreement with Exber, Inc., d/b/a El Cortez Hotel & Casino, providing funds to assist with improvements to 112 and 116 North Las Vegas Boulevard (APN 139-34-611-002 and 003) (Not to exceed \$75,000 - Redevelopment Agency Special Revenue Fund) - Ward 5 (Williams) [Note: This item is related to Council Item 76 (R-27-2007) and RDA Item 3 (RA-4-2007)]
- 5 RA-5-2007 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency (RDA) and Exber, Inc. d/b/a El Cortez Hotel & Casino at 600 Fremont Street (APN 139-34-612-004), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 [Note: This item is related to Council Item 77 (R-28-2007) and RDA Item 6]
- 6 Discussion and possible action regarding a Commercial Visual Improvement Program (CVIP) Agreement with Exber, Inc., d/b/a El Cortez Hotel & Casino, providing funds to assist with improvements to a commercial building located at 600 Fremont Street (APN 139-34-612-004) (Not to exceed \$75,000 - Redevelopment Agency - Special Revenue Fund) - Ward 5 (Williams) [Note: This item is related to Council Item 77 (R-28-2007) and RDA Item 5 (RA-5-2007)]

- 7 RA-6-2007 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency (RDA) and Four Queens, Inc. at 222 East Carson Street (APN 139-34-210-046), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 3 (Reese) [Note: This item is related to Council Item 78 (R-29-2007) and RDA Item 8]
- 8 Discussion and possible action regarding a Commercial Visual Improvement Program (CVIP) Agreement with Four Queens, Inc., providing funds to assist with improvements to a City-owned parking garage and leased by the Four Queens located at 222 East Carson Street APN 139-34-210-046 (not to exceed \$50,000 – Redevelopment Agency (RDA) Special Revenue Fund) - Ward 3 (Reese) [NOTE: This item is related to Council Item 78 (R-29-2007) and RDA Item 7 (RA-6-2007)]
- 9 Discussion and possible action to augment the funding for the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South from Redevelopment Agency (Fiscal Year 2007) (\$4,700,000 – Special Revenue Fund) - Ward 3 (Reese)
- 10 Discussion and possible action to award a construction contract in the amount of \$9,498,000 (Redevelopment Agency Special Revenue Fund) and the related contingency amount to Richardson Construction, Inc. for the Rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)
- 11 CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

Facilities are provided throughout City Hall for the convenience of disabled persons. Special equipment for the hearing impaired is available for use at meetings. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS.

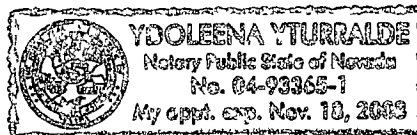
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
 Bulletin Board, City Hall Plaza (next door to Metro Records)
 Las Vegas Library, 833 Las Vegas Boulevard North
 Clark County Government Center, 500 S. Grand Central Parkway
 Grant Sawyer Building, 555 E. Washington Avenue

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark
SIGNATURE

Subscribed and sworn to before me this
12 day of April, 2007

NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark
SIGNATURE

12 day of April, 2007

 **YDOLEENA YTURNALDE**
Nuney Public State of Nevada
No. 04-92365-1
My appt. exp. Nov. 10, 2008

 PAULA CLARK
Notary Public State of Nevada
No 00-60678-1
My appt. exp. Jan. 11, 2009

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

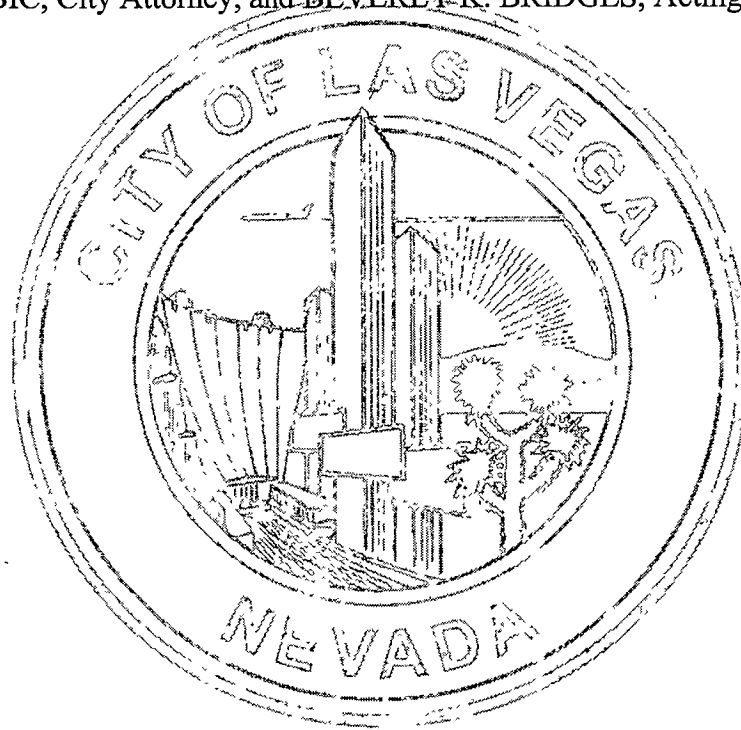
SUBJECT:
CALL TO ORDER

Minutes:

CHAIRMAN GOODMAN called the meeting to order at 2:02 p.m.

PRESENT: CHAIRMAN GOODMAN and MEMBERS REESE, BROWN (excused from the meeting until 2:06 p.m.), WOLFSON, TARKANIAN, ROSS, and WILLIAMS

ALSO PRESENT: DOUG SELBY, Executive Director (excused from the meeting until 2:05 p.m.), BRAD JERBIC, City Attorney, and BEVERLY K. BRIDGES, Acting Secretary



AGENDA SUMMARY PAGE
REDEVLEOPMENT AGENCY MEETING OF: APRIL 18, 2007

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

Minutes

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations: City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge Bulletin Board, City Hall Plaza (next door to Metro Records), Las Vegas Library, 833 Las Vegas Boulevard North, Clark County Government Center, 500 S. Grand Central Parkway, Grant Sawyer Building, 555 E. Washington Avenue



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

RESOLUTIONS:

RA-4-2007 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency (RDA) and Exber, Inc., d/b/a El Cortez Hotel & Casino located at 112 and 116 North Las Vegas Boulevard (APN 139-34-611-002 and 003), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 (Williams) [Note: This item is related to Council Item 76 (R-27-2007) and RDA Item 4]

Fiscal Impact

☒ ☐

No Impact

Budget Funds Available

☐

Augmentation Required

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This is a related item to discussion and possible action regarding assisting Exber, Inc., d/b/a El Cortez Hotel & Casino with the cost of visual improvements to the property fronting Las Vegas Boulevard as a new entryway into the El Cortez Hotel and Casino. Approval will adopt findings that the Agreement is in compliance with furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Resolution No. RA-4-2007
2. Site Map

Motion made by BRENDA J WILLIAMS to Approve Council Items 76 and 77 and Redevelopment Agency Items 3-6 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

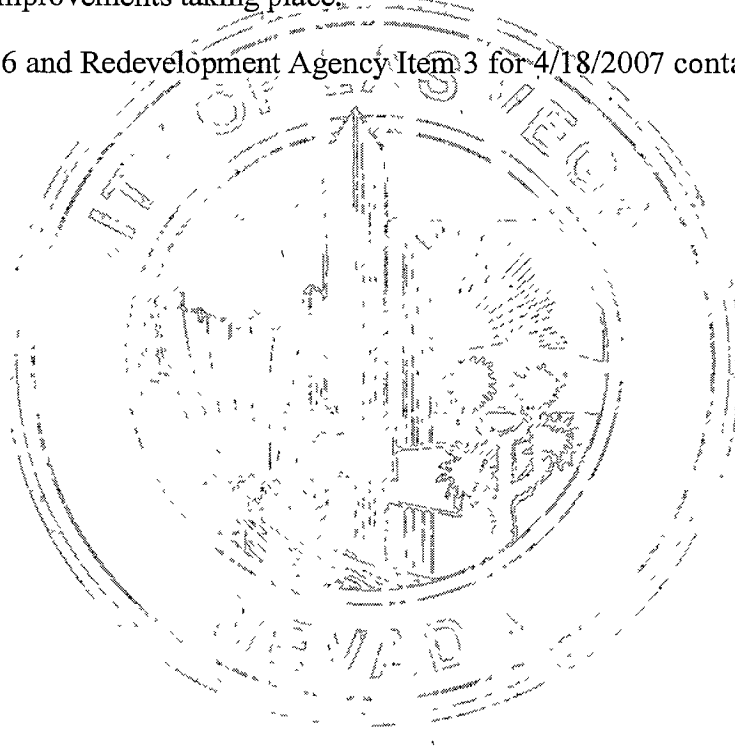
Minutes:

SCOTT ADAMS, Director of the Office of Business Development, said he would handle Council Items 76 and 77 and Redevelopment Agency Items 3 through 6 together, as they deal with the El Cortez. The actions under each item are required for CVIP agreements, and all requirements have been met. The owners of the El Cortez have reinvested millions into their property, of which he showed pictures and drawings. He recommended approval of six items, as they will greatly enhance the surrounding area.

JOE WOODY, Chief Financial Officer of the El Cortez, stated that the El Cortez is committed to downtown. The improvements should be completed in July 2007.

MEMBER WILLIAMS said she has been a customer of the El Cortez for 40 years, and she is happy to see these improvements taking place.

City Council Item 76 and Redevelopment Agency Item 3 for 4/18/2007 contain duplicate minutes.



RESOLUTION NO. RA-4-2007

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND EXBER, INC. D/B/A EL CORTEZ HOTEL & CASINO TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND APPROVING THE CVIP

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties; and

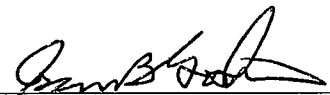
WHEREAS, Exber, Inc. (the "Participant") is the owner of certain real property and improvements located at 112 & 116 North Las Vegas Boulevard, Las Vegas, Nevada, and which parcel is commonly known as APN 139-34-611-002 & 003 (the "Site"); and

1 WHEREAS, the Governing Body of the Agency has determined that the
2 Commercial VIP Agreement (the "Agreement), which provides for the contribution of funds to
3 Participant for making physical, visual improvements to the building on the Site, all as more
4 fully set forth in the Agreement, is in compliance with and in furtherance of the goals and
5 objectives of the Redevelopment Plan; and
6

7 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
8 the Agency that the Agreement is hereby approved and determined to be in compliance with
9 and in furtherance of the goals and objectives of the Redevelopment Plan, and the Chairperson
10 of the Governing Board of the Agency is hereby authorized and directed to execute the
11 Agreement for and on behalf of the Agency, and to execute any and all additional documents
12 (including any Attachments to the Agreement) and to perform any additional acts necessary to
13 carry out the intent and purpose of the Agreement.
14

15 THE FOREGOING RESOLUTION was passed, adopted and approved this
16 18 day of April, 2007.
17

18
19 CITY OF LAS VEGAS
20 REDEVELOPMENT AGENCY

21 By: 
22 OSCAR B. GOODMAN, Chairman
23

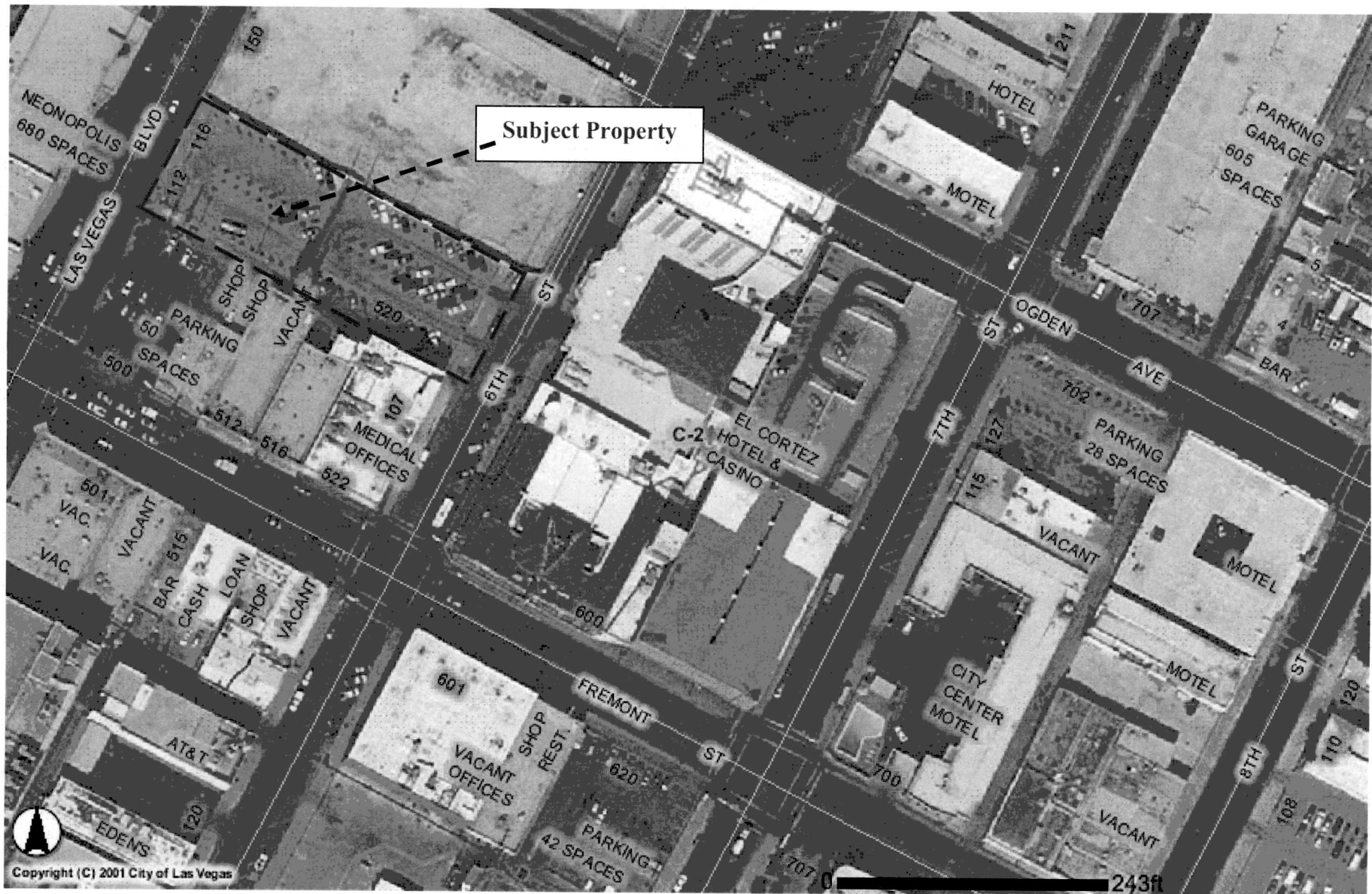
24 ATTEST:

25 
26 BEVERLY BRIDGES, Acting Secretary

27 APPROVED AS TO FORM:

28  4/5/07
Date

SITE MAP
(El Cortez Hotel & Casino – 112 & 116 North Las Vegas Boulevard)



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action regarding a Commercial Visual Improvement Program (CVIP) Agreement with Exber, Inc., d/b/a El Cortez Hotel & Casino, providing funds to assist with improvements to 112 and 116 North Las Vegas Boulevard (APN 139-34-611-002 and 003) (Not to exceed \$75,000 – Redevelopment Agency Special Revenue Fund) - Ward 5 (Williams) [Note: This item is related to Council Item 76 (R-27-2007) and RDA Item 3 (RA-4-2007)]

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$75,000

Funding Source: RDA Special Revenue Fund

Dept./Division: OBD/Redevelopment Agency

PURPOSE/BACKGROUND:

Exber, Inc., d/b/a El Cortez Hotel & Casino is the owner of a commercial property fronting Las Vegas Boulevard. This project is part of the El Cortez management plan to complete exterior renovations to their property. Approximately \$10,000,000 in renovations has been completed over the past couple of years. This project is for new neon signage and a new entryway from Las Vegas Boulevard into the El Cortez Hotel & Casino and will cost approximately \$1,637,000

RECOMMENDATION:

Staff recommends approval and authorizes the Chairman of the Redevelopment Agency to execute all related documents as required, following approval as to form by the City Attorney

BACKUP DOCUMENTATION:

1. Commercial VIP Agreement
2. Public Purpose Impact Analysis
3. Site Map

Motion made by BRENDA J. WILLIAMS to Approve Council Items 76 and 77 and Redevelopment Agency Items 3-6 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None), (Excused-None)

Minutes:

See Item 3 for related discussion.

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT**

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this 18TH day of April, 2007, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and EXBER, INC. ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area, and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area, and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of \$75,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2. PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279 382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions.

- a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of seventy-five thousand dollars (**\$75,000.00**) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner have submitted paid invoices from contractor(s) to the Agency
- b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".
- c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.
- d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter
- e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with

the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 "

- f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

- a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.
- b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").
- c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.
- d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The

Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site

SECTION 6. CONTRACTOR SELECTION REQUIREMENTS If the Project exceeds \$10,000, then the Owner in compliance with NRS 279 478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7. DESIGN REVIEW COMMITTEE For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development, Planning and Development Department; Land Development, Public Works, Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8. COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending

proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13 DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice.

In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14. SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15. TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17. GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18. NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19. CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

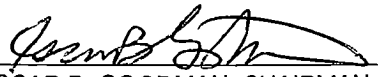
SECTION 20. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21. TIME FOR AGENCY TO ACCEPT AGREEMENT This Agreement has been approved on 4/18, 2007 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date")

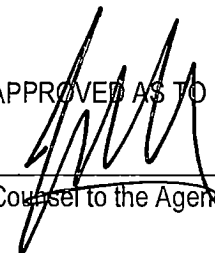
Date of Agency Approval

April 18, 2007.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

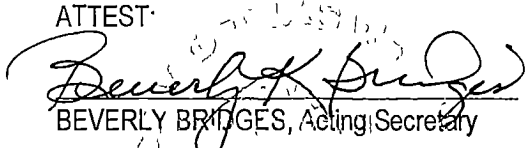
By: 
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

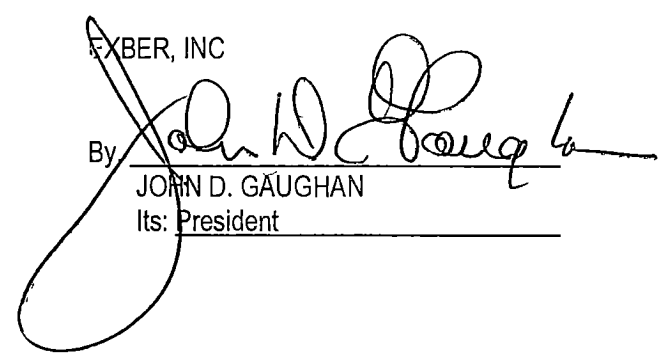

Counsel to the Agency

4/9/07
Date

ATTEST:


BEVERLY BRIDGES, Acting Secretary

EXBER, INC

By: 
JOHN D. GAUGHAN
Its: President

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lot Seven (7) and Eight (8), in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder, Clark County, Nevada, together with all improvement thereon.

**SUBJECT TO: (1) Taxes for the fiscal year 1973-71.
(2) Rights of way, reservations, restrictions, conditions, and easements now of record.**

Attachment 2
Proof of Ownership

321888

AMR P T T, \$ 83.60

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH. That JOHN D. GAUGHN and ROBERTA M. GAUGHN, his wife and
MELVIN EXBER and DORIS EXBER, his wife

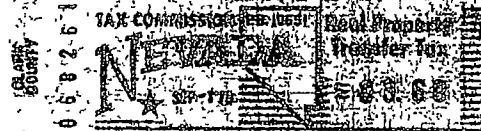
in consideration of \$ 10.00, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and
 Convey to EXBER, INC.

all that real property situate in the _____ County of Clark
 State of Nevada, bounded and described as follows

Lot Seven (7) and Eight (8), in Block Two (2) of Hawkins Addition, as shown by
 map thereof on file in Book 1 of Plats, Page 40, in the Office of the County
 Recorder, Clark County, Nevada, together with all improvements thereon.

SUBJECT TO: (1) Taxes for the fiscal year 1973-74.

(2) Rights of way, reservations, restrictions, conditions, and
 easements now of record.



Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise
 appertaining.

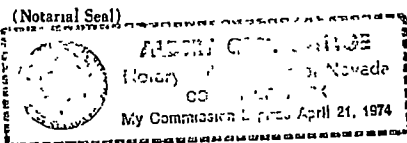
Witness our hand s this 5th day of September, 19 73

STATE OF NEVADA }
 COUNTY OF CLARK } ss.

On September 7, 1973
 personally appeared before me, a Notary Public,
John D. Gaughn and Roberta M. Gaughn;
Melvin Exber and Doris Exber

who acknowledged that the y executed the above instrument.

Signature [Signature]
 (Notary Public)



ESCROW NO. LV-145076-Z RECORDER'S
 ORDER NO. INSTRUMENT NO
 WHEN RECORDED MAIL TO EXBER, INC
P.O. Box 680, LAS VEGAS, NEVADA

INST. NO. 321888
 OFFICIAL RECORD BOOK NO. 362
 RECORDED AT REQUEST OF

TITLE INSURANCE AND TRUST CO.

SEP 10 10 42 AM '73

CLARK COUNTY NEVADA
 PAUL E. HORN RECORDER

FEE 3.00 DEPUTY OT

300

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the property line adjoining the east Las Vegas Boulevard right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-611-002 & 139-34-611-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EXBER, INC. ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4 The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal

to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

- c Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...
...
...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this
____ day of _____, _____.

EXBER, INC

By: _____
JOHN D. GAUGHAN

Its: PRESIDENT (Title)
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

BEVERLY BRIDGES, Acting Secretary

APPROVED AS TO FORM

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2007 by JOHN D. GAUGHAN as PRESIDENT.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2007 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot Seven (7) and Eight (8), in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder, Clark County, Nevada, together with all improvement thereon.

SUBJECT TO: (1) Taxes for the fiscal year 1973-71.
(2) Rights of way, reservations, restrictions, conditions, and easements now of record.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the property line adjoining the east Las Vegas Boulevard right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all landscaping, parking area, and signage.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

- 1 Amount of Purchase Price: \$75,000 (Maximum)
2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year: \$75,000.00

Anytime during second year: \$60,000.00

Anytime during third year: \$45,000.00

Anytime during fourth year: \$30,000.00

Anytime during fifth year: \$15,000.00

After five full years from recordation
of the Façade Easement Deed: \$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-611-002 & 139-34-611-003

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, between EXBER, INC., hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit "A" attached hereto by this reference, commonly known as 116 – 118 North Las Vegas Boulevard, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 139-34-611-002 & 139-34-611-003; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: The area consisting of the property line adjoining the east Las Vegas Boulevard right-of-way and the northerly, easterly and southerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all landscaping, parking area, and signage.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.
2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:
 - a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.
 - b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.
 - c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage
 - d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

- e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

- 3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

- 4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.
- 5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.
- 6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount,

together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: JOHN D. GAUGHAN
107 North Sixth Street, 3rd Floor
Las Vegas, NV 89101

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

- a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.
- b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.
- c) This writing contains a full, final and exclusive statement of the agreement of the parties.
- d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this

agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.
12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.
13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

...
...
...

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name JOHN D. GAUGHAN
Title: PRESIDENT

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

BEVERLY BRIDGES, Acting Secretary

APPROVED AS TO FORM:

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2007 by JOHN D. GAUGHAN as President.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2007 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot Seven (7) and Eight (8), in Block Two (2) of Hawkins Addition, as shown by map thereof on file in Book 1 of Plats, Page 40, in the Office of the County Recorder, Clark County, Nevada, together with all improvement thereon.

SUBJECT TO: (1) Taxes for the fiscal year 1973-71.
(2) Rights of way, reservations, restrictions, conditions, and easements now of record.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area The area consisting of the property line adjoining the east Las Vegas Boulevard right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all landscaping, parking area, and signage.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Sign construction & installation	\$637,000.00
2. Construction of LV Boulevard accessway	\$1,000,000.00
TOTAL ESTIMATED PROJECT COSTS	\$1,637,000.00

Estimated CVIP Grant \$75,000

*Note – Items in bold are “Pre-approved Qualified Exterior Improvements”.

Schedule of Improvements

Work will begin 60 days after approval of Agreement and should be complete within 90 – 120 days, depending on contractor's work schedule/work load.

ATTACHMENT 6

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	<u>Contracting Entity</u>
EXBER, INC	
Name	Mike Nolan
Address	107 6th Street, 3rd Floor LAS VEGAS, NV 89101
Telephone	702-385-5200 (work) 702-203-4815 (cell)
EIN or DUNS	88-0090782

Block 2	<u>Description:</u>
Subject Matter of Contract/Agreement: COMMERCIAL VISUAL IMPROVEMENT PROGRAM	
RFP #: N/A	

Block 3	<u>Type of Business</u>
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation	

Block 4	<u>Disclosure of Ownership and Principals</u>		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gaughan 1993 Marital Trust Gaughan Survivor's Trust	107 North Sixth, Las Vegas, NV 89101	702-385-5200
2.	Mel Exber Family Limited Partnership Mel Exber Irrevocable Trust Doris Exber Irrevocable Trust	c/o Brady J. Exber 2008 Glenview Drive Las Vegas, NV 89134-6114	702-595-1941
3.	Irving K. Epstein	600 East Fremont, Las Vegas, NV 89101	702-385-5200
4.	Dana Michele Epstein 2001 Trust	9113 Eagle Hills Drive Las Vegas, NV 89134-6117	702-869-8882
5.	Ike Lawrence Epstein 1994 Trust	530 Las Vegas Blvd So., Las Vegas, NV 89101	702-385-3373
6.	Wayne M. Starker	524 Cherry Street Boulder City, NV 89005-2416	702-255-9901
7.	Lonny P. Zarowitz	7621 Belmondo Lane Las Vegas, NV 89128-7812	702-228-1430
8.	Alan S. Abrams	600 East Fremont, Las Vegas, NV 89101	702-385-5200
9.	Michael J. Nolan	600 East Fremont, Las Vegas, NV 89101	702-385-5200
10.	Alan J. Woody	600 East Fremont, Las Vegas, NV 89101	702-385-5200

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

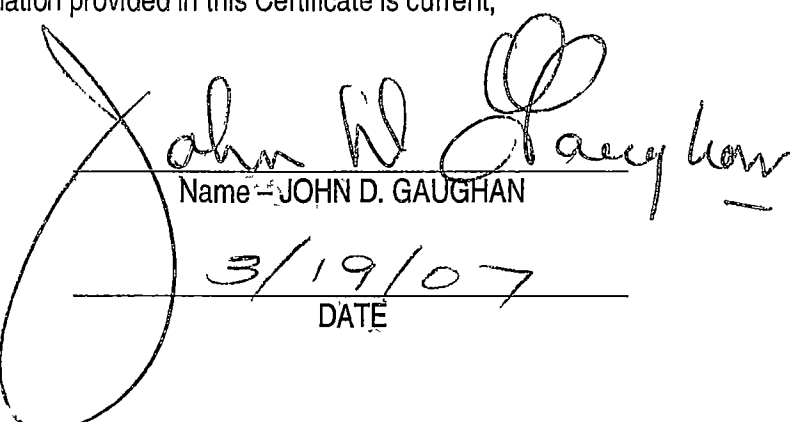
Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.


Name — JOHN D. GAUGHAN

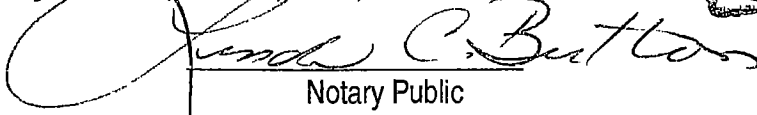
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DATE

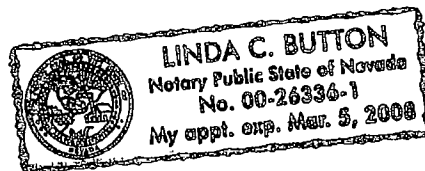
State of Nevada
County of Clark

This instrument was acknowledged before me on

MARCH (date) 19, 2007 by _____

JOHN D (name of person) GAUGHAN


Notary Public



ATTACHMENT 7

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NEVADA }
 } ss:
COUNTY OF CLARK }

I, JOHN D. GAUGHAN, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am the property owner (the "Participant") and seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 116 – 118 NORTH LAS VEGAS BLVD. ("Site"), as more particularly described by the Commercial VIP Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on January 3, 2007.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

Assistance from the Agency will allow me to make certain improvements to the Site (the "Project") which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- ☒ a. Encourage the creation of new business or other appropriate development;
- ☒ b. Create jobs or other business opportunities for nearby residents;
- ☒ c. Increase local revenues from desirable sources;
- ☒ d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located;
- ☒ e. Possess attributes that are unique, either as to type of use or level of quality and design;
- f. Require for their construction, installation or operation the use of qualified and trained labor; and
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency.

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; or

- b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant.

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Employment Plan. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the Redevelopment Area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

Furthermore, the Project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 19th day of March, 2007.

EXBER, INC.

John D. Gaughan
Authorized Representative: JOHN D. GAUGHAN

Title: PRESIDENT

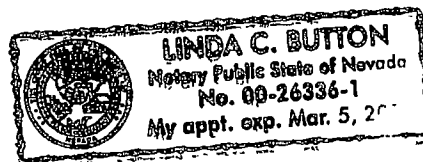
State of Nevada
County of Clark

This instrument was acknowledged before me on

MARCH (date) 19, 2007 by

JOHN D (name of person) GAUGHAN

Linda C. Button
Notary Public



Public Purpose/Impact Analysis

City Council/Redevelopment Agency Meeting
April 18, 2007

Title of Project: Commercial Visual Improvement Agreement (CVIP) between the LV Redevelopment Agency and Exber, Inc. d/b/a El Cortez Hotel & Casino (112 & 116 North Las Vegas Boulevard)

Project Description: Exterior improvements will be undertaken by the CVIP applicant/property owner for the property fronting North Las Vegas Boulevard, located at 112 & 116 North Las Vegas Boulevard. Improvements to this vacant land, currently used as a valet parking lot, will include a 35 foot neon sign and a new entry way for vehicular and pedestrian traffic into the El Cortez Hotel & Casino.

Sponsor/Developer: John D. Gaughan

Assistance Provided by: Redevelopment Agency. Total project cost is approximately \$1,637,000.00. Agency will reimburse the CVIP applicant on a 1:1 basis for pre-approved qualified exterior improvements. The Agency will reimburse the CVIP applicant \$75,000.00 for the neon signage. Agency will also record a Façade Easement and Building Maintenance Agreement against the property for a period of five (5) years, from date of completion of project.

Number of Direct Jobs Created: Not applicable

Number of Indirect Jobs Created: Employment is based on those trades that will be utilized to complete this project. Trades to be utilized for this project will include electrical, structural, construction, landscaping, and signage.

Number of Direct Jobs Retained: Not applicable

Pertinent Statutes Used for Public Purpose:

In accordance with NRS 279.486, the CVIP applicant has submitted a signed and notarized Participant Affidavit and Employment Plan which states that without the Redevelopment Agency's assistance, the proposed project would not be completed to a level that would benefit the redevelopment area and the surrounding neighborhood. Any potential job creation opportunities will be advertised within the surrounding neighborhoods for qualified applicants.

How Does the Project Benefit the Public:

The location of which the neon sign is to be installed and where the pedestrian walkway begins is currently a worn out parking lot with a chain link fence surrounding it and is used as the El Cortez' valet parking area. Frontage to LV Boulevard is an eyesore and is in need of being used as a new entryway into the El Cortez Hotel and Casino. With the construction underway of Streamline tower,

the El Cortez is in need of utilizing its property to continue to attract patrons since the El Cortez will be "hidden" from the public's view from the northwest and west.

Quantitative Economic Benefits:

\$1,637,000.00 is being fed into the local economy through the employment of local sign contractor and all materials used for the project are bought locally.

Private Investment:

Applicant will be funding the entire project cost of approximately \$1,637,000.00. Once the project is completed, then the CVIP will reimburse the applicant for \$75,000.00

Public Investment:

The CVIP program requires a 1:1 match from the applicant for all pre-approved exterior improvements. Once the project is complete the Redevelopment Agency will record a Façade Easement and Building Maintenance Agreement against the property for a period of five years. At the end of five years, the property is façade easement and building maintenance agreement is removed from the property.

Total direct Economic Impact:

\$1,637,000.00

Total Indirect Economic Impact:

Not measurable at this time. However, this CVIP applicant has indicated that they will be assessing the renovation and revitalization of an adjacent property that houses an older motel. Renovations to this motel are estimated to cost approximately \$5,000,000.00

Economic Impact Study Performed:

Yes ☐

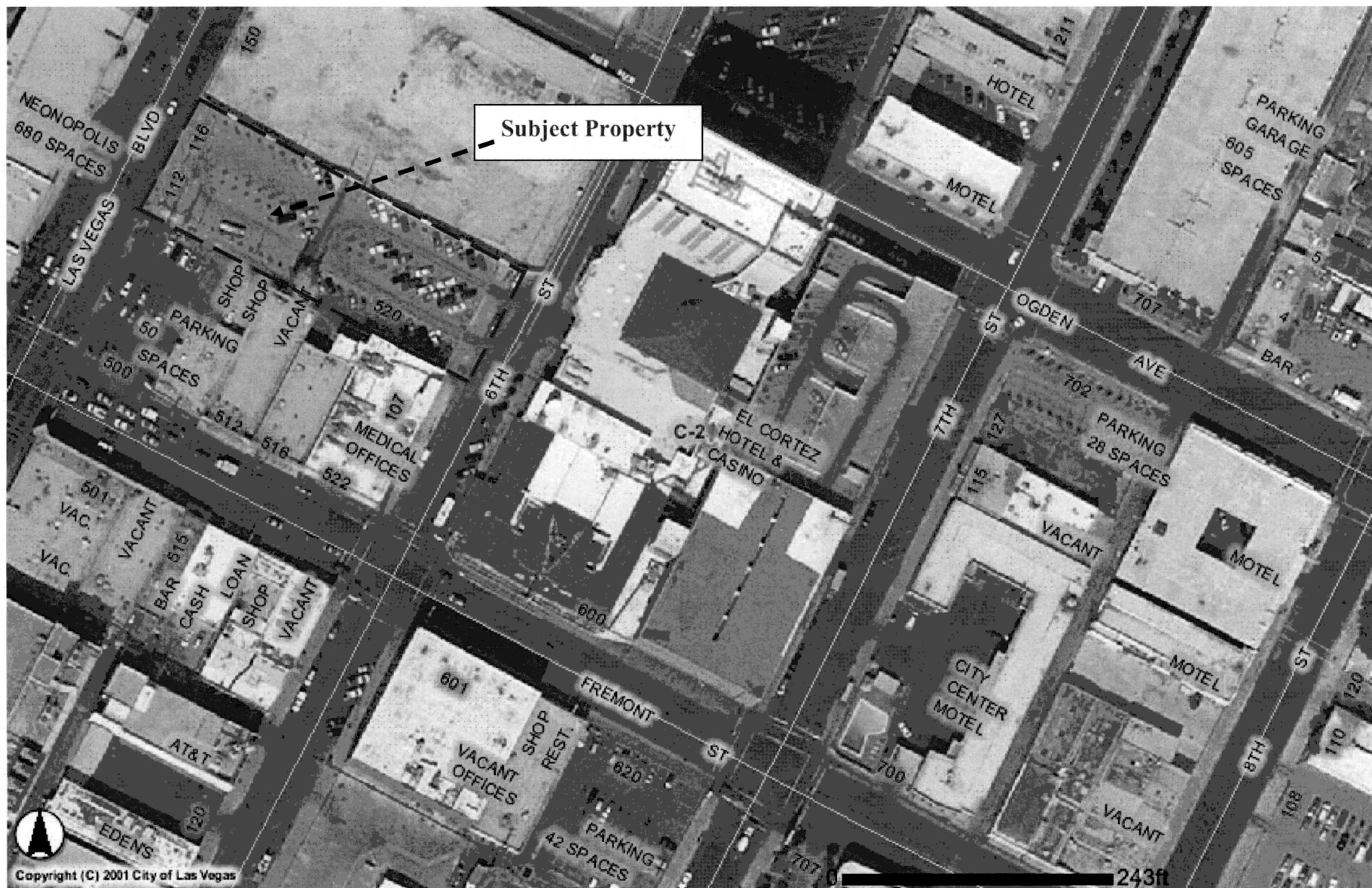
No ☒

Return on Investment Analysis Performed:

Yes ☐

No ☒

SITE MAP
(El Cortez Hotel & Casino – 112 & 116 North Las Vegas Boulevard)



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: Scott D. Adams

SUBJECT:

RESOLUTIONS:

RA-5-2007 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency (RDA) and Exber, Inc. d/b/a El Cortez Hotel & Casino at 600 Fremont Street (APN 139-34-612-004), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 [Note: This item is related to Council Item 77 (R-28-2007) and RDA Item 6]

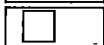
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This is a related item to discussion and possible action regarding assisting Exber, Inc. d/b/a El Cortez Hotel & Casino with the cost of visual improvements for the commercial building located at 600 Fremont Street. Approval will adopt findings that the Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Resolution No. RA-5-2007
2. Site Map

Motion made by BRENDA J. WILLIAMS to Approve Council Items 76 and 77 and Redevelopment Agency Items 3-6 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Item 3 for related discussion.

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1 WHEREAS, the Governing Body of the Agency has determined that the
2 Commercial VIP Agreement (the "Agreement), which provides for the contribution of funds to
3 Participant for making physical, visual improvements to the building on the Site, all as more
4 fully set forth in the Agreement, is in compliance with and in furtherance of the goals and
5 objectives of the Redevelopment Plan; and

6
7 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
8 the Agency that the Agreement is hereby approved and determined to be in compliance with
9 and in furtherance of the goals and objectives of the Redevelopment Plan, and the Chairperson
10 of the Governing Board of the Agency is hereby authorized and directed to execute the
11 Agreement for and on behalf of the Agency, and to execute any and all additional documents
12 (including any Attachments to the Agreement) and to perform any additional acts necessary to
13 carry out the intent and purpose of the Agreement.
14

15 THE FOREGOING RESOLUTION was passed, adopted and approved this
16 18th day of April, 2007.
17

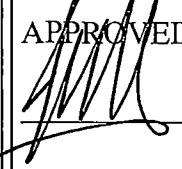
18
19 CITY OF LAS VEGAS
20 REDEVELOPMENT AGENCY

21 By: 
22 OSCAR B. GOODMAN, Chairman
23

24 ATTEST:

25 
26 BEVERLY BRIDGES, Acting Secretary

27 APPROVED AS TO FORM

28  4/5/07
Date

SITE MAP
(El Cortez Hotel & Casino – 600 Fremont Street)



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action regarding a Commercial Visual Improvement Program (CVIP) Agreement with Exber, Inc., d/b/a El Cortez Hotel & Casino, providing funds to assist with improvements to a commercial building located at 600 Fremont Street (APN 139-34-612-004) (Not to exceed \$75,000 – Redevelopment Agency - Special Revenue Fund) - Ward 5 (Williams) [Note: This item is related to Council Item 77 (R-28-2007) and RDA Item 5 (RA-5-2007)]

Fiscal Impact

☐

No Impact

☐

Augmentation Required

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Budget Funds Available

Amount: \$75,000

Funding Source: RDA Special Revenue Fund

Dept./Division: OBD/Redevelopment Agency

PURPOSE/BACKGROUND:

Exber, Inc., d/b/a El Cortez Hotel & Casino is the owner of a commercial property located at 600 Fremont Street. The building has gone under extensive interior renovation over the past couple of years at a cost of approximately \$10,000,000. Exterior renovations are now a focus of the management of the El Cortez and include a major rehabilitation of the porte cochere at a cost of \$1,066,802.

RECOMMENDATION:

Staff recommends approval and authorizes the Chairman of the Redevelopment Agency to execute all related documents as required, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

1. Commercial VIP Agreement
2. Public Purpose Impact Analysis
3. Site Map

Motion made by BRENDA J WILLIAMS to Approve Council Items 76 and 77 and Redevelopment Agency Items 3-6 as recommended

Passed For: 7, Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Item 3 for related discussion.

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT**

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this 18TH day of April, 2007, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and EXBER, INC. ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of \$75,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency, and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101 "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3. GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

- a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of seventy-five thousand dollars (**\$75,000.00**) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner have submitted paid invoices from contractor(s) to the Agency.
- b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".
- c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.
- d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.
- e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with

the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

- f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION The Agency hereby grants the the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

- a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.
- b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").
- c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.
- d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The

Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works, Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8. COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11. COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development,
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources,
4. Increase levels of human activity in the Redevelopment Area,
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor, or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending

proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12. CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice

In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14. SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15. TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17. GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18. NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal delivery, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19. CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

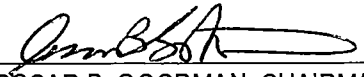
SECTION 20. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21 TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on 4/18, 2007 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date")

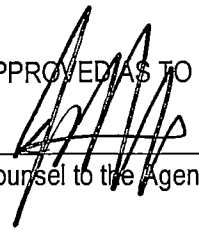
Date of Agency Approval.

April 18, 2007.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

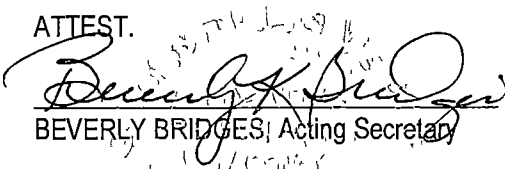
By: 
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

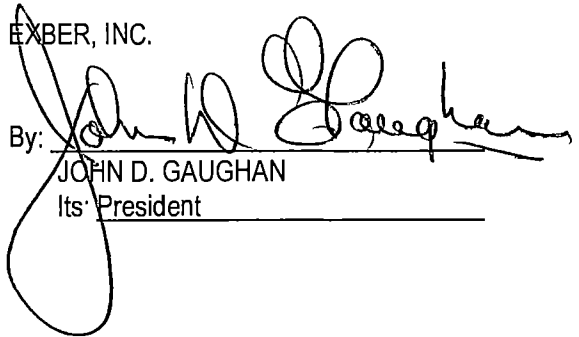

Counsel to the Agency

4/9/07
Date

ATTEST.


BEVERLY BRIDGES, Acting Secretary

EXBER, INC.

By: 
JOHN D. GAUGHAN
Its President

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

SCHEDULE "A"

A portion of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada; and a portion of Lot Seventeen (17) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 40, in the Office of the County Recorder of Clark County, Nevada, described as a whole as follows:

COMMENCING at the Southeast Corner of Lot 6 in Block 3 of said Buck's Subdivision; thence North $63^{\circ}33'$ West along the South line of said Lot 6 a distance of 39 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North $62^{\circ}15'$ West along the South line of Lot 17 in Block 7 of Hawkins Addition a distance of 36 feet to the Southeast corner of the parcel of land conveyed by Earl M. Dobbs and Mildred Dobbs, husband and wife, to First State Bank of Las Vegas, Nevada, Inc., by deed dated February 15, 1924 and recorded February 18, 1924 in Book 10 of Deeds at page 82 in the Office of the County Recorder of Clark County, Nevada; thence North $27^{\circ}45'$ East along the East line of the parcel of land as conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 67.97 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North $26^{\circ}27'$ East along the East line of the parcel of land so conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 61.23 feet to a point on the South line of the parcel of land conveyed by Philip Buck and Lucy K. Buck to Peter Buol by deed dated April 15, 1914 and recorded May 27, 1921 in Book 7 of Deeds, page 407; thence South $63^{\circ}33'$ East along the South line of the parcel of land so conveyed to said Peter Buol a distance of 73.46 feet to a point on the East line of Lot 6 in Block 3 of said Buck's Subdivision; thence South $26^{\circ}27'$ West along the East line of said Lot 6 a distance of 130 feet to the point of beginning.

NO 338499
RECORDED AT THE REQUEST OF

Bank of Nevada

FEB 7 4 43 PM 63

OFFICIAL RECORDS BOOK NO. 420
CLARK COUNTY, NEVADA
PAUL E. HOEN, RECORDER
FEE \$ *25.00* 90. DEPUTY

INDEXED M. A.

250

Affix I. R. S. \$

Proof of Ownership

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

✓ J. K. Houssels, Sr.

In consideration of \$ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to
 ✓ John D. Gaughan

all that real property situate in the City of Las Vegas County of Clark
 State of Nevada, bounded and described as follows:

(SEE SCHEDULE "A" ATTACHED FOR LEGAL DESCRIPTION)



ORIGINAL IN SAFE

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my hand this 1st day of January, 19 63

J. K. Houssels, Sr.
 J. K. Houssels, Sr.

STATE OF Clark }
 County of Clark }

On this 1st day of January, 19 63

personally appeared before me, a Notary Public in and for said

County and State, J. K. Houssels, Sr.

known to me to be the person described who executed
 the foregoing instrument, who acknowledged to me that he
 executed the same freely and voluntarily and for the uses and
 purposes therein mentioned.

John D. Gaughan
 Notary Public in and for said County and State.

ESCROW NO. 25-641

WHEN RECORDED MAIL TO: Bank of Nevada, Trust Dept, P. O.
Box 1720, Las Vegas, Nevada

My Commission Expires
April 19 1966

BOOK 227

188225

FILED 158 VTC

3-1

GRANT, BARGAIN, SALE DEED

THIS INSTRUMENT WITNESSETH That Hotel Cortez Co (who acquired title to a portion of the premises hereinafter described as Hotel Cortez Company, Inc)

in consideration of \$ 10 00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Exber Inc , a Nevada Corporation

all that real property situate in the City of Las Vegas County of Clark State of Nevada, bounded and described as follows

as per Exhibit "A" attached hereto and made apart hereof

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining.

Witness my hand this 25th day of April 1972

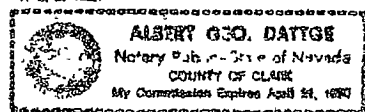
STATE OF NEVADA } ss
COUNTY OF Clark }

On April 25, 1972
personally appeared before me, a Notary Public
John D. Gaughan

who acknowledged that he executed the above instrument

John D. Gaughan
(Notary Public)

(Not at head)



HOTEL CORTEZ CO
By *John D. Gaughan* President

RECORD NO. {
ORDER NO. {
WHEN RECORDED MAIL TO: EXBER INC Box 570
Las Vegas, Nevada
ATT: JOHN D. GAUGHAN 84101

BOOK 227

186225

ALL THE CITY OF LAS VEGAS, County of Clark,
State of Nevada, is hereby recorded as follows:

PARCEL 1

A portion of Lots Sixteen (16) and Seventeen (17) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, is shown by map thereof on file in Book 1 of Plats, page 40, and a portion of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, is shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada, more particularly described as follows:

COMMENCING at the Southeast corner of Lot 6 in Block 3 of said Buck's Subdivision, thence North 62°15' West along the South line of said Lot 6 and along the South line of Lot 17 in Block 7 of said Hawkins Addition, a distance of 75 feet to the Southwest corner of the parcel of land conveyed by Earl M. Dubbs and wife, to the American Baptist Home Mission Society, by Deed dated and recorded May 28, 1923, in Book 9 of Deeds, page 284, Clark County, Nevada records, being the true point of beginning; thence North 27°45' East along the West line of the parcel of land so conveyed to the American Baptist Home Mission Society, a distance of 67.97 feet to a point on the boundary of said Buck's Subdivision and said Hawkins Addition thence continuing along the West line of the parcel so conveyed to the American Baptist Home Mission Society North 26°27' East, a distance of 61.23 feet to a point in the south line of the parcel of land conveyed by Phillip Buck and Lucy Buck, his wife, to Peter Roel, by Deed dated April 15, 1914 and recorded May 27, 1921, in Book 7 of Deeds, page 407, Clark County, Nevada records, thence North 69°14' West along the South line of the parcel of land so conveyed to said Peter Roel a distance of 32.85 feet to a point on the West line of said Buck's Subdivision thence North 0°09'33" West along the West line of said Buck's Subdivision a distance of 22.68 feet to the Northwest corner of said Lot 6 in Block 3 of Buck's Subdivision, said point being the Northeast corner of Lot 17 in Block 7 of said Hawkins Addition, thence North 62°15' West along the North line of said Lot 17 a distance of 20.41 feet to the Northwest corner of said Lot 17 thence South 27°45' West along the West line of said Lot 17 a distance of 20 feet to the Northeast corner of the parcel of land conveyed by Colorado River Exploration Co., Inc., a corporation, to Marion B. Hicks, Trustee, by deed dated May 16, 1940 and recorded May 23, 1940, in Book 27 of Deeds, page 46, Clark County, Nevada records, thence South 27°45' West along the East line of the parcel of land so conveyed to said Marion B. Hicks, Trustee, a distance of 130 feet to a point in the South line of said Lot 16 thence South 62°15' East along the South line of Lots 16 and 17, in Block 7 of said Hawkins Addition, a distance of 73.56 feet more or less, to the true point of beginning.

All of Lots 8, 9, 10, 11, 12, 13, 14, 15 and the West 25 feet of Lot 16, in Block 7 of Hawkins Addition as per plat thereof on file in Book of Plats, page 40, Clark County, Nevada records.

Parcel 2. Beginning at the Southeast corner of Lot 6 in Block 3 of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada.

Together with those portions of Vacated Alley 15, 16 and 17 of the above described project.

Parcel 3. All of Lot 8, the South 61.23 feet and the West 32.75 feet of Lot Six (6), in Block Three (3) of aforesaid Buck's Subdivision and Irregular Lots One (1) to Seven (7), inclusive in aforesaid Buck's Subdivision.

Together with any portion of Vacated Alley 15 of the above

SCHEDULE "A"

A portion of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada; and a portion of Lot Seventeen (17) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 40, in the Office of the County Recorder of Clark County, Nevada, described as a whole as follows:

COMMENCING at the Southeast Corner of Lot 6 in Block 3 of said Buck's Subdivision; thence North $63^{\circ}33'$ West along the South line of said Lot 6 a distance of 39 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North $62^{\circ}15'$ West along the South line of Lot 17 in Block 7 of Hawkins Addition a distance of 36 feet to the Southeast corner of the parcel of land conveyed by Earl M. Dobbs and Mildred Dobbs, husband and wife, to First State Bank of Las Vegas, Nevada, Inc., by deed dated February 15, 1924 and recorded February 18, 1924 in Book 10 of Deeds at page 82 in the Office of the County Recorder of Clark County, Nevada; thence North $27^{\circ}45'$ East along the East line of the parcel of land as conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 67.97 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North $26^{\circ}27'$ East along the East line of the parcel of land so conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 61.23 feet to a point on the South line of the parcel of land conveyed by Philip Buck and Lucy K. Buck to Peter Buol by deed dated April 15, 1914 and recorded May 27, 1921 in Book 7 of Deeds, page 407; thence South $63^{\circ}33'$ East along the South line of the parcel of land so conveyed to said Peter Buol a distance of 73.46 feet to a point on the East line of Lot 6 in Block 3 of said Buck's Subdivision; thence South $26^{\circ}27'$ West along the East line of said Lot 6 a distance of 130 feet to the point of beginning.

NO 338499
RECORDED AT THE REQUEST OF

Bank of Nevada

FEB 7 4 43 PM 63

OFFICIAL RECORDS BOOK NO. 420
CLARK COUNTY, NEVADA
PAUL E. HOEN, RECORDER
FEE \$ *2.00* 90. DEPUTY

INDEXED M. A.

252

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west Sixth Street right-of-way and the northerly, easterly and southerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-612-004

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EXBER, INC. ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

- a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Facade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.
- b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal

to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

- c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...
...
...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this
_____ day of _____, _____.

EXBER, INC.

By: _____
JOHN D. GAUGHAN

Its: PRESIDENT (Title)
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

BEVERLY BRIDGES, Acting Secretary

APPROVED AS TO FORM

Counsel to the Agency

Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2007 by JOHN D. GAUGHAN as PRESIDENT.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2007 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

SCHEDULE "A"

A portion of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada; and a portion of Lot Seventeen (17) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 40, in the Office of the County Recorder of Clark County, Nevada, described as a whole as follows:

COMMENCING at the Southeast Corner of Lot 6 in Block 3 of said Buck's Subdivision; thence North 63°33' West along the South line of said Lot 6 a distance of 39 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 62°15' West along the South line of Lot 17 in Block 7 of Hawkins Addition a distance of 36 feet to the Southeast corner of the parcel of land conveyed by Earl M. Dobbs and Mildred Dobbs, husband and wife, to First State Bank of Las Vegas, Nevada, Inc., by deed dated February 15, 1924 and recorded February 18, 1924 in Book 10 of Deeds at page 82 in the Office of the County Recorder of Clark County, Nevada; thence North 27°45' East along the East line of the parcel of land as conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 67.97 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 26°27' East along the East line of the parcel of land so conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 61.23 feet to a point on the South line of the parcel of land conveyed by Philip Buck and Lucy K. Buck to Peter Buol by deed dated April 15, 1914 and recorded May 27, 1921 in Book 7 of Deeds, page 407; thence South 63°33' East along the South line of the parcel of land so conveyed to said Peter Buol a distance of 73.46 feet to a point on the East line of Lot 6 in Block 3 of said Buck's Subdivision; thence South 26°27' West along the East line of said Lot 6 a distance of 130 feet to the point of beginning.

NO. 338499
RECORDED AT THE REQUEST OF

Bank of Nevada

FEB 7 4 43 PM 63

OFFICIAL RECORDS BOOK NO. 420
CLARK COUNTY, NEVADA
PAUL F. HOEN, RECORDER
FEE \$25.00
DEPUTY

INDEXED M. A.

250

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west Sixth Street right-of-way and the northerly, easterly and southerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: \$75,000 (Maximum)
2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows.

Anytime during first year: \$75,000.00

Anytime during second year: \$60,000.00

Anytime during third year: \$45,000.00

Anytime during fourth year: \$30,000.00

Anytime during fifth year: \$15,000.00

After five full years from recordation
of the Façade Easement Deed: \$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-612-004

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, between EXBER, INC., hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit "A" attached hereto by this reference, commonly known as 600 EAST FREMONT, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 139-34-612-004; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the building face adjoining the west Sixth Street right-of-way and the northerly, easterly and southerly boundaries as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____
_____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.
2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:
 - a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.
 - b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.
 - c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

- d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.
- e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.
5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.
6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the

Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: JOHN D. GAUGHAN
107 North Sixth Street, 3rd Floor
Las Vegas, NV 89101

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

- a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.
- b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.
- c) This writing contains a full, final and exclusive statement of the agreement of the parties.

- d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.
12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.
13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

...
...
...

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____

Date: _____

Name: JOHN D. GAUGHAN

Title: PRESIDENT

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____

Date: _____

OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

BEVERLY BRIDGES, Acting Secretary

APPROVED AS TO FORM:

Counsel to the Agency

Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2007 by JOHN D. GAUGHAN as President.

Notary Public in and for said County and
State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2007 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and
State

SCHEDULE "A"

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NO. 338499
RECORDED AT THE REQUEST OF

Bank of Nevada

FEB 7 4 43 PM 63

OFFICIAL RECORDS BOOK NO. 420
CLARK COUNTY, NEVADA
PAUL E. HORN, RECORDER
FEE \$20.00 DEPUTY

INDEXED M. A.

235

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

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The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Faux brick replace with real stone on all columns and cut-outs
2. All drywall replaced and textured
3. Ceiling replaced with wood beams, new lighting, and new finish
4. Existing concrete removed and replaced with new stamped/tinted concrete
5. New doorway enhancements south of the Porte Cochere
6. Landscaping

TOTAL ESTIMATED PROJECT COSTS	\$1,066,802.00
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Estimated CVIP Grant	\$75,000
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*Note – Items in bold are “Pre-approved Qualified Exterior Improvements”.

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 90 – 120 days, depending on contractor's work schedule/work load.

ATTACHMENT 6

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity EXBER, INC
Name	Mike Nolan
Address	107 6th Street, 3rd Floor LAS VEGAS, NV 89101
Telephone	702-385-5200 (work) 702-203-4815 (cell)
EIN or DUNS	88-0090782

Block 2	Description: Subject Matter of Contract/Agreement: COMMERCIAL VISUAL IMPROVEMENT PROGRAM
REP #	N/A

Block 3	Type of Business		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gaughan 1993 Marital Trust Gaughan Survivor's Trust	107 North Sixth, Las Vegas, NV 89101	702-385-5200
2.	Mel Exber Family Limited Partnership Mel Exber Irrevocable Trust Doris Exber Irrevocable Trust	c/o Brady J. Exber 2008 Glenview Drive Las Vegas, NV 89134-6114	702-595-1941
3.	Irving K. Epstein	600 East Fremont, Las Vegas, NV 89101	702-385-5200
4.	Dana Michele Epstein 2001 Trust	9113 Eagle Hills Drive Las Vegas, NV 89134-6117	702-869-8882
5.	Ike Lawrence Epstein 1994 Trust	530 Las Vegas Blvd So., Las Vegas, NV 89101	702-385-3373
6.	Wayne M. Starker	524 Cherry Street Boulder City, NV 89005-2416	702-255-9901
7.	Lonny P. Zarowitz	7621 Belmondo Lane Las Vegas, NV 89128-7812	702-228-1430
8.	Alan S. Abrams	600 East Fremont, Las Vegas, NV 89101	702-385-5200
9.	Michael J. Nolan	600 East Fremont, Las Vegas, NV 89101	702-385-5200
10.	Alan J. Woody	600 East Fremont, Las Vegas, NV 89101	702-385-5200

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

Block 5 Disclosure of Ownership and Principals - Alternate

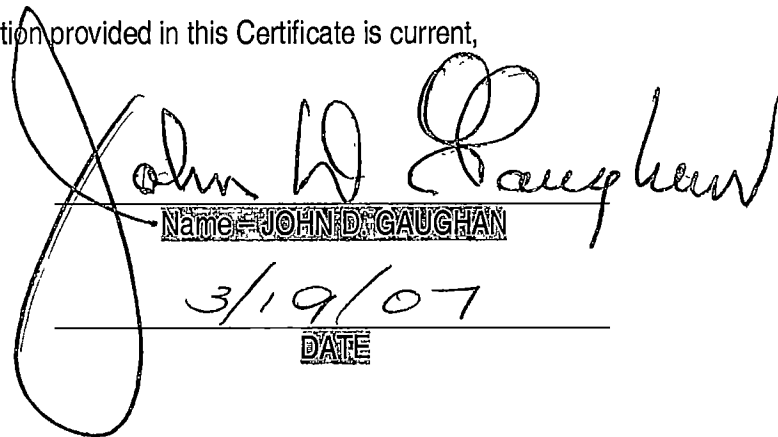
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

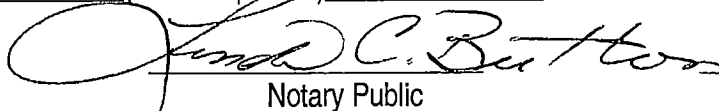

Name: JOHN D. GAUGHAN
3/19/07
DATE

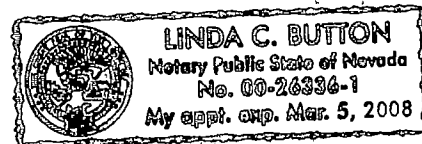
State of Nevada
County of Clark

This instrument was acknowledged before me on

March (date) 19, 2007 by _____

JOHN (name of person) D GAUGHAN


Notary Public



ATTACHMENT 7

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NEVADA }
 } ss:
COUNTY OF CLARK }

I, JOHN D. GAUGHAN, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am the property owner (the "Participant") and seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 600 FREMONT STREET ("Site"), as more particularly described by the Commercial VIP Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on January 3, 2007.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

Assistance from the Agency will allow me to make certain improvements to the Site (the "Project") which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- ☒ a. Encourage the creation of new business or other appropriate development;
- ☒ b. Create jobs or other business opportunities for nearby residents;
- ☒ c. Increase local revenues from desirable sources;
- ☒ d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located;
- ☒ e. Possess attributes that are unique, either as to type of use or level of quality and design;
- f. Require for their construction, installation or operation the use of qualified and trained labor; and
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency.

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; or

- (b) The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant.

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Employment Plan. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the Redevelopment Area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

Furthermore, the Project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 19th day of March, 2007.

EXBER, INC.

Authorized Representative: JOHN D. GAUGHAN

Title: PRESIDENT

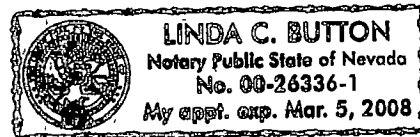
State of Nevada
County of Clark

This instrument was acknowledged before me on

MARCH (date) 19, 2007 by _____

JOHN D (name of person) GAUGHAN

Linda C. Button
Notary Public



5801 MAR 33 5:11 PM '07

BOOKED & INDEXED
5/1/2007

Public Purpose/Impact Analysis

City Council/Redevelopment Agency Meeting
April 18, 2007

Title of Project: Commercial Visual Improvement Agreement (CVIP) between the LV Redevelopment Agency and Exber, Inc. d/b/a El Cortez Hotel & Casino (600 Fremont Street)

Project Description: Exterior improvements will be undertaken by the CVIP applicant/property owner for the property located at 600 Fremont Street. Improvements to the porte cochere will be constructed on the west-side of the building.

Sponsor/Developer: John D. Gaughan

Assistance Provided by: Redevelopment Agency. Total project cost is approximately \$1,066,802.00. Agency will reimburse the CVIP applicant on a 1:1 basis for pre-approved qualified exterior improvements. The Agency will reimburse the CVIP applicant \$75,000.00 for exterior improvements. Agency will also record a Façade Easement and Building Maintenance Agreement against the property for a period of five (5) years, from date of completion of project.

Number of Direct Jobs Created: Not Applicable

Number of Indirect Jobs Created: Employment is based on those trades that will be utilized to complete this project. Trades to be utilized for this project will include electrical, construction, landscaping, structural, painting, and signage.

Number of Direct Jobs Retained: Not Applicable

Pertinent Statutes Used for Public Purpose:

In accordance with NRS 279.486, the CVIP applicant has submitted a signed and notarized Participant Affidavit and Employment Plan which states that without the Redevelopment Agency's assistance, the proposed project would not be completed to a level that would benefit the redevelopment area and the surrounding neighborhood. Any potential job creation opportunities will be advertised within the surrounding neighborhoods for qualified applicants.

How Does the Project Benefit the Public:

Main entrance (on 6th Street) has not been renovated since it was constructed in the early 1980's. Concrete driveway was saw-cut and is cracked. Existing valet booth is dated and shows significant wear and tear. As such, the entire main entrance will be completely refurbished and resurfaced. The existing faux brick will be replaced with real stone on all columns and cut-outs. Ceiling is also being replaced with wood beams, lighting and a new finish. Existing concrete will be

removed and replaced with new stamped and tinted concrete. Additional enhancements will be made to a new doorway to the south of the main entrance that will be constructed to match the porte cochere improvements. Appropriate landscaping will be installed as well.

Quantitative Economic Benefits:

\$1,066,802.00 is being fed into the local economy through the employment of subcontractors and all materials used for the project are bought locally.

Private Investment:

Applicant will be funding the entire project cost of approximately \$1,066,802.00. Once the project is completed, then the CVIP will reimburse the applicant for \$75,000.00

Public Investment:

The CVIP program requires a 1:1 match from the applicant for all pre-approved exterior improvements. Once the project is complete the Redevelopment Agency will record a Façade Easement and Building Maintenance Agreement against the property for a period of five years. At the end of five years, the property is façade easement and building maintenance agreement is removed from the property.

Total direct Economic Impact:

\$1,066,802.00

Total Indirect Economic Impact:

Not measurable at this time. However, this CVIP has indicated that they will be assessing the renovation and revitalization of an adjacent property that houses a older motel.

Economic Impact Study Performed:

Yes ☐

No ☒

Return on Investment Analysis Performed:

Yes ☐

No ☒

(El Cortez Hotel & Casino – 600 Fremont Street)



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

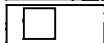
RESOLUTIONS:

RA-6-2007 - Discussion and possible action regarding a Resolution finding the project proposed by the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency (RDA) and Four Queens, Inc. at 222 East Carson Street (APN 139-34-210-046), to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 3 (Reese) [Note: This item is related to Council Item 78 (R-29-2007) and RDA Item 8]

Fiscal Impact



No Impact



Budget Funds Available



Augmentation Required

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This is a related item to discussion and possible action regarding assisting Four Queens, Inc. with the cost of visual improvements to a city-owned parking garage, which is leased by the Four Queens and is located at 222 East Carson Street. Approval will adopt findings that the Agreement is in compliance with furtherance of the goals and objectives of the RDA and the Redevelopment Plan

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

- 1 Resolution No. RA-6-2007
2. Site Map

Motion made by GARY REESE to Approve Council Item 78 and Redevelopment Agency Items 7 and 8 as recommended

Passed For: 7; Against: 0; Abstain: 0, Did Not Vote: 0, Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

Minutes.

SCOTT ADAMS, Director of the Office of Business Development, stated that Council Item 78 and Redevelopment Agency Items 7 and 8 involve a CVIP agreement, for which all requirements have been met. He showed a before picture and an after drawing depicting the improvements. The Four Queens is another company in the downtown area that is making substantial improvements. Staff recommends approval.

BETTY MEDINA, Project Director with the Four Queens, thanked the City for its redevelopment efforts.



RESOLUTION NO. RA-6-2007

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND FOUR QUEENS, INC. TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND APPROVING THE CVIP

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties; and

WHEREAS, Four Queens, Inc. (the "Participant") is the lessee of certain real property and improvements located at 222 Carson Avenue, Las Vegas, Nevada, and which parcel is commonly known as APN 139-34-210-046 (the "Site"); and

1 WHEREAS, the Governing Body of the Agency has determined that the
2 Commercial VIP Agreement (the "Agreement), which provides for the contribution of funds to
3 Participant for making physical, visual improvements to the building on the Site, all as more
4 fully set forth in the Agreement, is in compliance with and in furtherance of the goals and
5 objectives of the Redevelopment Plan; and

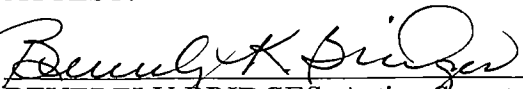
6
7 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of
8 the Agency that the Agreement is hereby approved and determined to be in compliance with
9 and in furtherance of the goals and objectives of the Redevelopment Plan, and the Chairperson
10 of the Governing Board of the Agency is hereby authorized and directed to execute the
11 Agreement for and on behalf of the Agency, and to execute any and all additional documents
12 (including any Attachments to the Agreement) and to perform any additional acts necessary to
13 carry out the intent and purpose of the Agreement.
14

15 THE FOREGOING RESOLUTION was passed, adopted and approved this
16 30th day of April, 2007.
17

18
19 CITY OF LAS VEGAS
20 REDEVELOPMENT AGENCY

21 By: 
22 OSCAR B. GOODMAN, Chairman

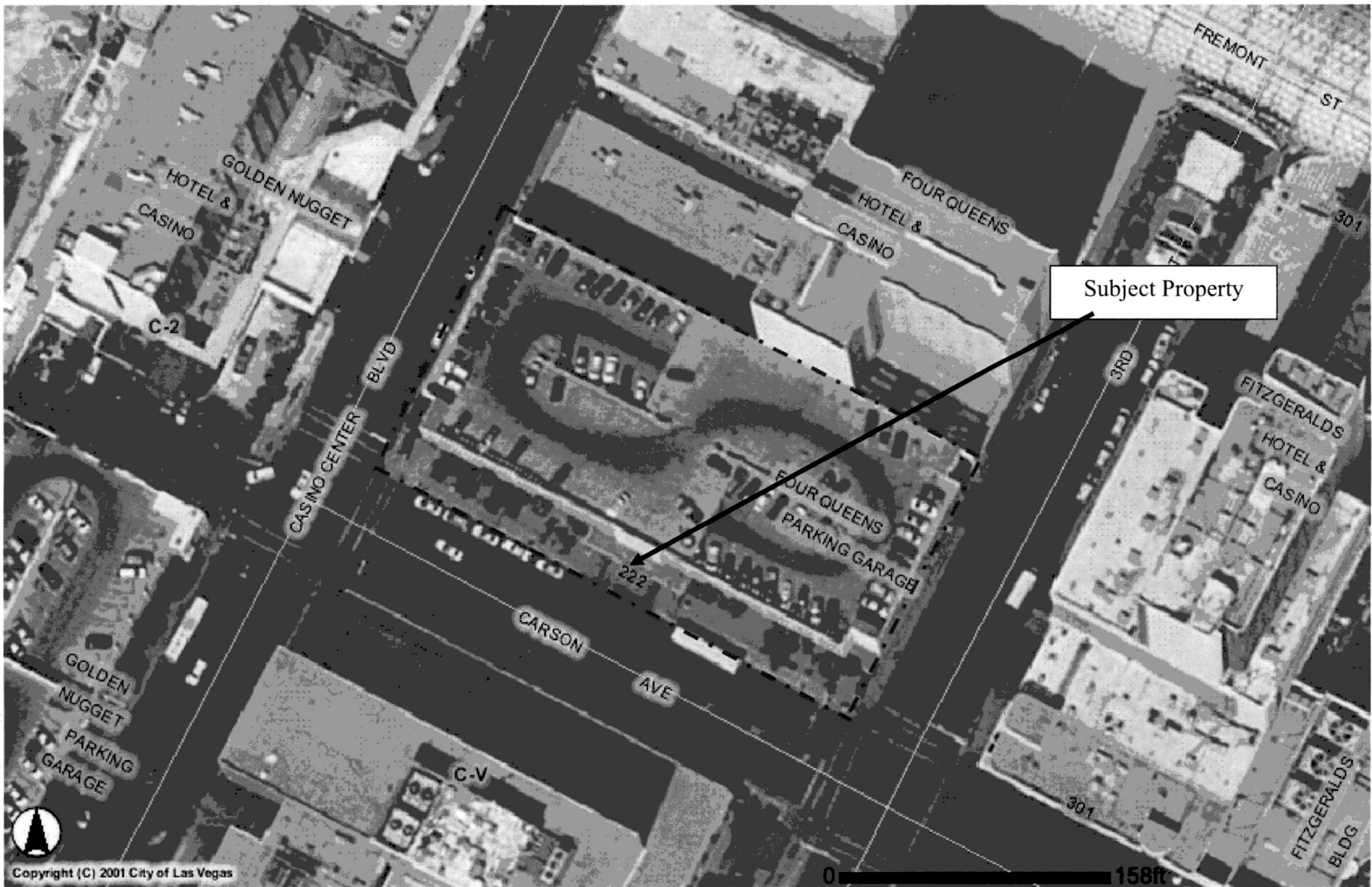
23 ATTEST:

24 
25 BEVERLY BRIDGES, Acting Secretary

26
27 APPROVED AS TO FORM:

28  4/5/07
Date

SITE MAP
(Four Queens Parking Garage – 222 East Carson Street)



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action regarding a Commercial Visual Improvement Program (CVIP) Agreement with Four Queens, Inc., providing funds to assist with improvements to a City-owned parking garage and leased by the Four Queens located at 222 East Carson Street APN 139-34-210-046 (not to exceed \$50,000 – Redevelopment Agency (RDA) Special Revenue Fund) - Ward 3 (Reese) [NOTE: This item is related to Council Item 78 (R-29-2007) and RDA Item 7 (RA-6-2007)]

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$50,000

Funding Source: RDA Special Revenue Fund

Dept./Division: OBD/Redevelopment Agency

PURPOSE/BACKGROUND:

Four Queens, Inc. is the lessee of a City-owned parking garage located at 222 East Carson Street. This project will be for new landscaping along approximately 300 feet of the southside of the garage, fronting Carson Street. Improvements include new retaining walls, new trees, plants/shrubs, decorative landscape lighting and new sidewalks. Cost of the project is approximately \$188,266.

RECOMMENDATION:

Staff recommends approval and authorizes the Chairman of the Redevelopment Agency to execute all related documents as required, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

1. Commercial VIP Agreement
2. Public Purpose Impact Analysis
3. Site Map

Motion made by GARY REESE to Approve Council Item 78 and Redevelopment Agency Items 7 and 8 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Item 7 for related discussion.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this 17th day of May, 2007, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and FOUR QUEENS, INC. ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures, and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the Agency's Commercial Visual Improvement Program ("Commercial VIP"), the Agency agrees to rebate a portion of the cost of Pre-approved Qualified Exterior Improvements on qualifying commercial properties located within the Redevelopment Area of the City of Las Vegas, up to a maximum of one-half (1/2) of the approved contract cost of such improvements or \$50,000, whichever is lesser; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or

Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 3 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4. CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds \$10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 7. FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design,
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "5 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify

the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing

SECTION 13. TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto

SECTION 14: SEVERABILITY Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect

SECTION 15: GOVERNING LAW The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 17 CAPTIONS The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 18 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 5 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 19 TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on April 18, 2007 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date")

Date of Agency Approval.

4/18, 2007.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: 
OSCAR B GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM.

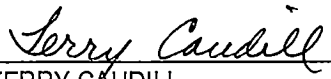

Counsel to the Agency

4/9/07
Date

ATTEST.


BEVERLY BRIDGES, Acting Secretary

FOUR QUEENS, INC.

By: 
TERRY CAUDILL
Its: President

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 5 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1
LEGAL DESCRIPTION OF THE PROPERTY

APN 139-34-210-046
CITY-OWNED PARCEL NORTH SIDE OF CARSON AVE
EAST OF CASINO CENTER BLVD

Those portions of the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being those portions of BLOCK 19 of CLARK'S LAS VEGAS TOWNSITE, on file in Book 1 of Plats, Page 37, of Clark County, Nevada Records, described as follows:

PARCEL 1

LOT 17 thru LOT 28, inclusive, of BLOCK 19 as shown on said CLARK'S LAS VEGAS TOWNSITE plat.

PARCEL 2

The southwesterly 150 feet of that northeasterly-southwesterly alley in BLOCK 19 of said CLARK'S LAS VEGAS TOWNSITE plat, as said alley is described by that ORDER OF VACATION, recorded March 20, 1984 in Book 1892 as Instrument Number 1851078 of Clark County, Nevada Records

THIRD AMENDMENT TO INDENTURE OF LEASE,
ASSIGNMENT OF LEASE,
AND LESSOR'S CONSENT

THIS THIRD AMENDMENT TO INDENTURE OF LEASE, ASSIGNMENT OF LEASE AND LESSOR'S CONSENT (the "Third Amendment") is made this 6th day of ~~January~~^{February}, 2006, by and among the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Lessor"), FOUR QUEENS, INC., a Nevada corporation ("Lessee"), and TLC Gaming Inc., a Nevada corporation ("Assignee") with reference to the following facts:

A. Lessor and Lessee have entered into and are parties to an Indenture of Lease dated March 28, 1984, which has been supplemented and amended by (a) Memorandum of Lease Term dated April 2, 1984, (b) First Amendment to Indenture of Lease dated September 7, 1988, (c) Supplement to Indenture of Lease dated April 20, 1994, and (d) Second Amendment to Indenture of Lease dated September 6, 1995 (collectively, the "Lease").

B. Lessor and Lessee desire to extend the term of the Lease in accordance with the terms of this Third Amendment;

C. Lessee desires to assign to Assignee, and Assignee desires to accept the assignment of and assume Lessee's leasehold estate in the Lease, and the benefits and burdens of ownership with respect thereto, together with all of Lessee's right, title, interest, obligations, liabilities, covenants and agreements in, to and under the Lease, all in accordance with the terms of this Third Amendment; and

D. Lessor consents to and approves of such assignment and assumption.

NOW, THEREFORE, in consideration of the foregoing facts, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor, Lessee and Assignee agree as follows:

1. Extension of Lease. Pursuant to Section 2 of the Lease and the Memorandum of Lease Term dated April 2, 1984, the original term of the Lease would have expired on April 1, 2034. Lessor and Lessee hereby amend the Lease to extend the term of the Lease for five (5) additional years, until April 1, 2039. In addition, the parties agree that notwithstanding the provisions of Section 4 of the Lease, the rental increase that will take place on April 1, 2034 pursuant to Section 4 of the Lease shall be calculated as the lesser of (a) fifteen percent (15%) of the rent then in effect, or (b) the percentage by which the applicable Consumer Price Index has increased over the previous five (5) years.

2 Assignment and Consent.

a) Assignment by Lessee. Lessee hereby assigns, transfers, conveys, sells and sets over unto Assignee Lessee's leasehold estate in the Lease, and the benefits and burdens of ownership with respect thereto, together with all of Lessee's right, title, interest, obligations, liabilities, covenants and agreements in, to and under the Lease, as amended hereby.

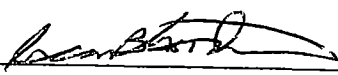
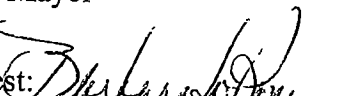
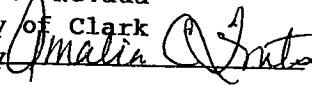
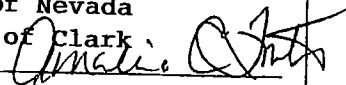
b) Acceptance by Assignee. Assignee hereby accepts the foregoing assignment. Assignee hereby assumes Lessee's leasehold estate in the Lease, and the benefits and burdens of ownership with respect thereto, together with all of Lessee's right, title, interest, obligations, liabilities, covenants and agreements in, to and under the Lease, and agrees to be bound by all terms, conditions and provisions of the Lease, as amended hereby

c) Consent of Lessor. Lessor acknowledges, approves of, consents to, and agrees to the assignment and assumption set forth in this Third Amendment. No further consent of the undersigned or written instrument executed by the undersigned shall be required in order to evidence the undersigned's consent to any assignment to and assumption by Assignee, it being agreed that this Third Amendment shall be sufficient for all such purposes.

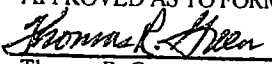
3. Exchange Cooperation Clause. Each party agrees to reasonably cooperate with the other party should a party elect to assign and assume the Lease, as amended by this Third Amendment, as part of a like-kind exchange under Internal Revenue Code Section 1031. Such cooperation may include consenting to the assignment of all or a portion of either the Lease or this Third Amendment to a third party qualified intermediary ("QI") or exchange accommodation titleholder ("EAT") or consenting to the substitution of such third party QI or EAT acting as the Lessee or Assignee, as applicable, and the execution of such documents as may be reasonably necessary to complete the exchange in accordance with applicable laws and regulations, provided, however that no such assignment to or substitution of an intermediary shall relieve the party to this Third Amendment seeking to effect such exchange of its obligations and liabilities under this Third Amendment or the Lease, as amended by this Third Amendment. Each provision of this Section 3 shall survive the closing.

4. No Other Amendment. Except as expressly amended hereby, the Lease shall remain in full force and effect as by its terms set forth therein.

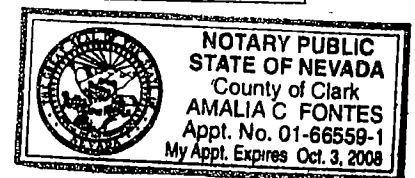
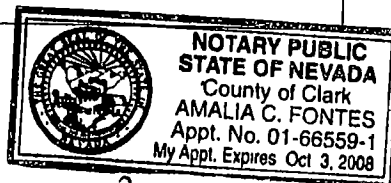
IN WITNESS WHEREOF, Lessor, Lessee and Assignee have executed this Third Amendment to Indenture of Lease, Assignment of Lease and Lessor's Consent as of the date first set forth above

Lessor: City of Las Vegas  By: Oscar Goodman Its: Mayor  Attest: _____ City Clerk	Lessee: Four Queens, Inc.  By: Terry L. Caudill Its: President State of Nevada County of Clark Notary 	Assignee: TLC Gaming, Inc.  By: Terry L. Caudill Its: President State of Nevada County of Clark Notary 
--	--	--

APPROVED AS TO FORM

 1/19/06
Thomas R. Green
Deputy City Attorney

Date



ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. LANDSCAPE	\$70,209.00
2. MASONRY WALL	\$85,955.00
3. CONCRETE SIDEWALK	\$32,102.00
TOTAL ESTIMATED PROJECT COSTS	\$188,266.00
Estimated CVIP Grant	\$50,000

*Note – Items in bold are “Pre-approved Qualified Exterior Improvements”.

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 90 – 120 days, depending on contractor's work schedule/work load.

ATTACHMENT 4

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	<u>Contracting Entity</u>
Name	Four Queens, Inc.
Address	202 Fremont Street, Las Vegas, NV 89101
Telephone	(702)385-4011
EIN or DUNS	88-0155212

Block 2	<u>Description:</u>
Subject Matter of Contract/Agreement:	
City of Las Vegas Parking Garage 222 East Carson Avenue Las Vegas, NV	
RFP #:	N/A

Block 3	<u>Type of Business</u>
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation	

Block 4	<u>Disclosure of Ownership and Principals</u>		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity			
	<u>FULL NAME/TITLE</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	Terry L. Caudill	202 Fremont Street Las Vegas, NV 89101	(702)385-4011
2.			
3.			
4.			
5.			
6.			
7.			
8.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

Block 5 **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate

Terry L. Caudill
Name

2/5/07

Date

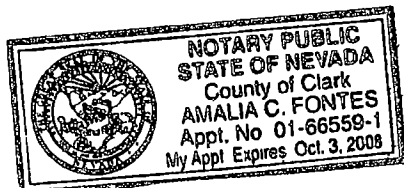
State of Nevada
County of Clark

This instrument was acknowledged before me on

February 5, 2007 (date) by

Terry L. Caudill (name of person)

Amalia C. Fontes
Notary Public -



ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NEVADA }

} ss.

COUNTY OF CLARK }

I, Terry L. Caudill, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Four Queens, Inc., a company duly organized in the State of Nevada as a Corporation, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 222 East Carson Avenue ("Site"), as more particularly described by the Commercial VIP Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☐
- b. Create jobs or other business opportunities for nearby residents; ☐
- c. Increase local revenues from desirable sources; ☒
- d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
- e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
- f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ and
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☒ or
- b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☒

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 5th day of February, 2007.

Terry L. Caudill

Participant Name: Four Queens, Inc.

Authorized Representative: Terry L. Caudill

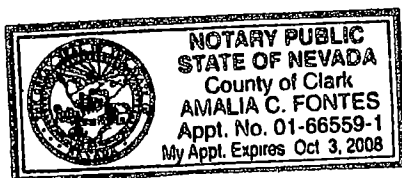
SIGNED AND SWORN TO before

me this 5th day of February 2007, by Terry L. Caudill

Amalia C. Fontes

NOTARY PUBLIC

My Commission Expires: Oct. 3, 2008



CVIP AGREEMENT

Public Purpose/Impact Analysis

City Council/Redevelopment Agency Meeting
April 18, 2007

Title of Project: Commercial Visual Improvement Agreement (CVIP) between the LV Redevelopment Agency and Four Queens, Inc. d/b/a Four Queens Hotel & Casino (222 Carson Avenue)

Project Description: Exterior improvements will be undertaken by the CVIP applicant for the city-owned parking garage located at 222 Carson Avenue and is leased by the CVIP applicant. Exterior improvements will include a complete new landscaping project fronting the north side of Carson Avenue between Casino Center and Third Street.

Sponsor/Developer: Four Queens, Inc. – Terry Caudill, President

Assistance Provided by: Redevelopment Agency. Total project cost is approximately \$188,266.00. Agency will reimburse the CVIP applicant on a 1:1 basis for pre-approved qualified exterior improvements. The Agency will reimburse the CVIP applicant \$50,000.00 for improvements/installation of new landscaping and streetscaping at 222 Carson Avenue.

Number of Direct Jobs Created: Not applicable

Number of Indirect Jobs Created: Employment is based on those trades that will be utilized to complete this project. Trades to be utilized for this project will include landscaping, and some electrical.

Number of Direct Jobs Retained: Not applicable

Pertinent Statutes Used for Public Purpose:

In accordance with NRS 279.486, the CVIP applicant has submitted a signed and notarized Participant Affidavit and Employment Plan which states that without the Redevelopment Agency's assistance, the proposed project would not be completed to a level that would benefit the redevelopment area and the surrounding neighborhood. Any potential job creation opportunities will be advertised within the surrounding neighborhoods for qualified applicants.

How Does the Project Benefit the Public:

The Four Queens leases the city-owned parking garage located at 222 Carson Avenue. The palm trees have grown out of their planter boxes, olive tree roots have broken through the sidewalk creating an uneven and unsafe walking surface. The original streetscape design is uninviting and prone to serving as a trash collection point. Four Queens is proposing to improve the entire Carson Street frontage between Casino Center and Third Street. The improvements include

building new retaining walls for elevated landscaping, adding trees, plants, shrubs and decorative landscape lighting. Also, the sidewalks will be replaced and conform to the City's downtown streetscape design standards.

Quantitative Economic Benefits:

\$188,266.00 is being fed into the local economy through the employment of local sign contractor and all materials used for the project are bought locally.

Private Investment:

Applicant will be funding the entire project cost of approximately \$188,266.00. Once the project is completed, then the CVIP will reimburse the applicant for \$50,000.00

Public Investment:

The CVIP program requires a 1:1 match from the applicant for all pre-approved exterior improvements.

Total direct Economic Impact:

\$188,266.00.

Total Indirect Economic Impact:

Not measurable at this time.

Economic Impact Study Performed:

Yes ☐

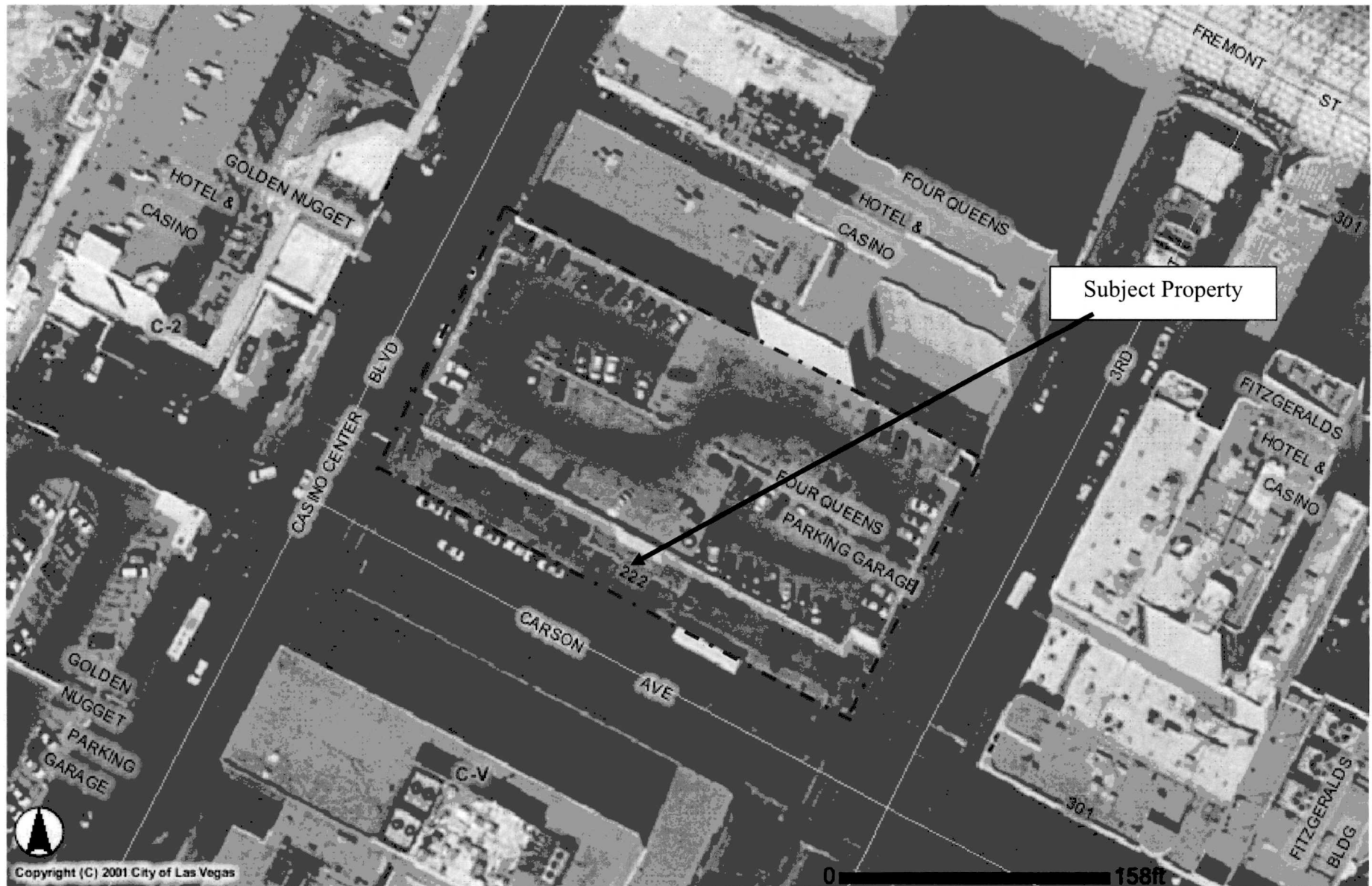
No ☒

Return on Investment Analysis Performed:

Yes ☐

No ☒

SITE MAP
(Four Queens Parking Garage – 222 East Carson Street)



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action to augment the funding for the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South from Redevelopment Agency (Fiscal Year 2007) (\$4,700,000 – Special Revenue Fund) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☒

Augmentation Required

☐

Budget Funds Available

Amount: \$4,700,000

Funding Source: Redevelopment Agency Special Revenue Fund

Dept./Division: OBD/Redevelopment Agency

PURPOSE/BACKGROUND:

The construction bid to complete the rehabilitation of the Historic Fifth Street School requires that the budget for the project be supplemented. Construction costs in the Las Vegas Valley have had an escalation rate of 1 to 1.5 percent per month for the past several years. This rapid rise in costs has exceeded the estimate made at the start of this project. Funds are available from RDA tax increment in excess of the original projections.

RECOMMENDATION:

Augment the construction budget.

BACKUP DOCUMENTATION:

1. Bid Abstract
2. Cost Spreadsheet
3. Site Map

Motion made by GARY REESE to Strike

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, requested this matter be stricken, as the Finance and Business Services Department will come back with a recommended augmentation for the project under Item 10. The process will first require a public hearing.

BID ABSTRACT
Fifth Street School, Phase III
06.15341 24-LED

[illegible]

**ATTACHMENT 8
1% SUBCONTRACTOR LIST**

BIDDER: Richardson Construction, Inc.

2007 MAR 27 PM 2:19

RECEIVED
CITY CLERK

DESCRIPTION OF WORK	NAME OF SUBCONTRACTOR	LICENSE NUMBER
Electrical	MBE: __ WBE: __ DVBE: __ High-Tech Electric	0052141
Mechanical	MBE: __ WBE: __ DVBE: __ US Mechanical	0031212A 0057582
CONCRETE	MBE: __ WBE: __ DVBE: __ DMK / RICHARSON	64703/27944
LANDSCAPING	MBE: __ WBE: __ DVBE: __ DEL SOL	0060070
MASONRY	MBE: __ WBE: __ DVBE: __ HANLON	0054552

BID PROPOSAL PAGE

**ATTACHMENT 3
5% SUBCONTRACTOR LIST**

ORDER: Richardson Construction, Inc.

DESCRIPTION OF WORK	NAME OF SUBCONTRACTOR
Electrical	MBE: ___ WBE: ___ DVBE: ___ High-Tech Electric
Mechanical	MBE: ___ WBE: ___ DVBE: ___ US Mechanical
	MBE: ___ WBE: ___ DVBE: ___
	MBE: ___ WBE: ___ DVBE: ___
	MBE: ___ WBE: ___ DVBE: ___

BID PROPOSAL PAGE

ATTACHMENT 6
LIST OF COMPLETED PROJECTS

Bidder Richardson Construction, Inc.

Bidders must respond to each of the below questions.

1. Has the bidder acting as the prime contractor successfully completed **three (3)** projects, preferably in Clark County, of similar size, scope, or type as the work to be required by the Owner, as the Work described in this bidding document? If yes, complete project information on attached sheets.
☒ YES ☐ NO
2. Has the bidder failed to perform any contract as a result of causes within the control of the bidder or a subcontractor or supplier of the bidder?
☐ YES ☒ NO
3. Has the bidder failed to perform any portion of the Work that caused the Owner and/or others, (i.e., the surety company, etc) to exercise its right to complete the Work in the contract?
☐ YES ☒ NO
4. Has the bidder been involved in any failure to complete or breach of contract for any reason including, customer-directed suspensions or disbarments/disqualifications?
☐ YES ☒ NO
5. Has the bidder been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the bidder to perform the Work required by the Agency for this Project?
☐ YES ☒ NO
6. Has the bidder been convicted of a violation for discrimination in employment?
☐ YES ☒ NO

BID PROPOSAL PAGE

PROJECT 1:

Project Name: Doolittle Community Center -Renovation & Addition

Project Address: 1950 J Street, North Las Vegas, Nevada

Owner's Name: City of Las Vegas

Owner's Point of Contact: Gary Barr

Phone Number: (702) 229-6535

Project Description: Type of Rehabilitation, Size of the Building, and the scope of any historical rehabilitation and/or preservation

This project incorporated the demolition and remodel of a local community center 38,000 sq. ft. These changes included asbestos removal; consisting of gymnasium, pool, locker rooms, office staff area, weight room, game room, classrooms, kitchen, restrooms.

Award Amount \$9.6 Million

Year Completed: 2003

Was this project completed late? ☐ YES ☒ NO

Did the contract contain liquidated damages or penalty clauses? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO

What was the amount assessed? _____

Were any judgments entered pertaining to this project? ☐ YES ☒ NO

BID PROPOSAL PAGE

PROJECT 2:

Project Name: Downtown Senior Services Center

Project Address: 300 South 9th Street

Owner's Name: City of Las Vegas

Owner's Point of Contact: Gary Barr

Phone Number: (702) 229-2091

Project Description: Type of Rehabilitation, Size of the Building, and the scope of any historical rehabilitation and/or preservation

This project consists of the renovation of two buildings totaling 20,508 sq. ft. The work includes, but is not limited to: replacement of the HVAC units, replacement of carpet, floor tiles, installation of a Fire Sprinkler System, Electronic Fire Protection System, tenant improvements as shown in the specification and plans, and other related work within the building., and for the adaptation as City of Las Vegas Government Services Center.

Award Amount: \$3.8 Million

Year Completed: 2006

Was this project completed late? ☐ YES ☒ NO

Did the contract contain liquidated damages or penalty clauses? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO

What was the amount assessed? _____

Were any judgments entered pertaining to this project? ☐ YES ☒ NO

BID PROPOSAL PAGE

PROJECT 3:

Project Name: Hollyhock Retrofit

Project Address: 380 N. Maryland Parkway
Las Vegas, Nevada 89101

Owner's Name: Housing Authority of the City of Las Vegas

Owner's Point of Contact: Frank Stafford

Phone Number: (702) 922-7030

Project Description: Type of Rehabilitation, Size of the Building, and the scope of any historical rehabilitation and/or preservation

Change from Senior Day Care to Commercial Office Building.

Award Amount: \$1.2 Million

Year Completed: 2007

Was this project completed late? ☐ YES ☒ NO

Did the contract contain liquidated damages or penalty clauses? ☒ YES ☐ NO

yes, were damages assessed? ☐ YES ☒ NO

What was the amount assessed? _____

Were any judgments entered pertaining to this project? ☐ YES ☒ NO

BID PROPOSAL PAGE

Budget

RDA FY 06 Budget	\$3,750,000
RDA FY 07 Budget	<u>\$5,250,000</u>
	\$9,000,000

Expenses

Spent or Committed to Date	\$2,911,831
Construction Contract (4/18/07 RDA Agenda)	\$9,498,000
Construction Contingency	<u>\$949,800</u>
	\$13,359,631

\$4,359,631 Shortfall

Proposed Augmentation (4/18/07 RDA Agenda) \$4,700,000



Site Map

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action to award a construction contract in the amount of \$9,498,000 (Redevelopment Agency Special Revenue Fund) and the related contingency amount to Richardson Construction, Inc. for the Rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$9,498,000

Funding Source: Redevelopment Agency Special Revenue Fund

Dept./Division: Redevelopment Agency Special Revenue Fund

PURPOSE/BACKGROUND:

The low bid in the amount of \$9,498,000 from Richardson Construction, Inc. will fully rehabilitate the Historic Fifth Street School for tenant occupation in the Spring of 2008. The contract covers new mechanical, electrical and life safety systems, full interior renovation, re-roofing including seismic upgrades and restoration of the exterior to include French door type windows to recreate the historic appearance.

RECOMMENDATION:

Award contract and related contingency amount.

BACKUP DOCUMENTATION:

1. Bid Abstract
2. Site Map

Motion made by GARY REESE to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None), (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, summarized the Subject section. He added that staff has been working on a master plan for the completion of the renovations of the site in order to convert it into a cultural arts center. Staff recommends approval.



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

STEVE WOLFSON

JOE TARKANIAN

STEVEN D. ROSS

BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

June 19, 2007

ATTN: LOUIS S. RICHARDSON
RICHARDSON CONSTRUCTION, INC.
2207 W. GOWAN ROAD, 2ND FLOOR
NORTH LAS VEGAS, NV 89032

RE: Fifth Street School Rehabilitation, Phase III
Bid # 06.15341.24-LED
PWP #CL-2007-170

Dear Mr. Richardson.

Enclosed is the original fully executed Contract awarded to your company for this project, including copies of the original Performance Bonds, Labor and Material Payment Bonds, and Guaranty Bonds in the amount of 100 percent of the contract price.

You are not authorized to begin actual work until the Notice to Proceed (NTP) is issued. Any costs incurred or work performed prior to the issuance of the NTP will be solely for your account and at your liability.

Sincerely,


Lloyd E. Davis
Contracts Specialist

Enclosure

Cc: Jorge Cervantes
Frank Trupiano



\tm

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CITY CLERK

2007 JUN 20 A 9:39

CITY OF LAS VEGAS
300 STEWART AVENUE
LAS VEGAS, NEVADA 89101

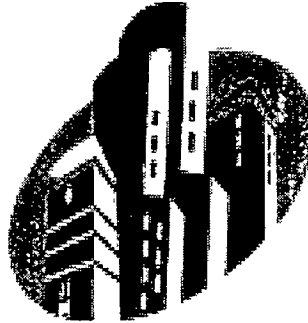
VOICE 702 229 6011
TDD 702 386 9108
www.lasvegasnevada.gov

Rev 07/04

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

PURCHASING & CONTRACTS

CITY HALL, 1ST FLOOR
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101-2986
(702) 229-6231
FAX (702) 384-9964
TDD (702) 386-9108
www.lasvegasnevada.gov/bids



KATHLEEN C. RAINEY
MANAGER

LLOYD E. DAVIS
CONTRACTS SPECIALIST

INVITATION TO BID BID NO. 06.15341.24-LED (REVISED) Fifth Street School Rehabilitation - Phase III

SCOPE OF WORK: This project includes historical rehabilitation and adaptive reuse of all structures including the construction of a new central plant, electrical, telephone distribution and life safety systems, new clay tile roof, doors and windows, tenant improvements, parking lot and landscaping. The project location is the Fifth Street School at 401 South 4th Street. The building is listed on the National Historic Register and the requirements of the United States Secretary of the Interior for rehabilitation of historic buildings will be followed.

The estimated monetary range of the project is **\$6,500,000 to \$8,900,000**

Nevada State Labor Commission – PWP # **CL-2007-170**

BID OPENING All bids must be received in the office of the City Clerk, First Floor, City Hall Complex, 400 Stewart Avenue, Las Vegas, NV 89101- 2986, by **March 27, 2007**. Bids must be time-stamped by **1:30 p.m.** Any bids time-stamped at 1:31 p.m. or after will not be considered in the award and will be returned to the bidder. Bids will be publicly opened and read aloud immediately after the established closing time and date in the Office of the Purchasing and Contracts Division.

MANDATORY PRE-BID CONFERENCE was held on January 31, 2007, at 10:00 AM in the Purchasing and Contracts Division Conference Room, First Floor, City Hall Complex, 400 Stewart Avenue. **Only those Contractors that attended the meeting will be considered for award of this project.**

BID DOCUMENTS CAN BE OBTAINED at the Office of the Purchasing and Contracts Division on March 2, 2007 for a non-refundable charge of **\$20.00**. There will be no charge for Contractors listed on the original "Plan-Holder's List". If documents are to be mailed, there will be a **\$10.00** postage and handling fee. Checks are to be made payable to City of Las Vegas.

Any questions regarding this solicitation should be referred, in writing, to **Lloyd E. Davis** at the above address or Faxed to (702) 384-9964 no later than **March 15, 2007**.

INSTRUCTIONS TO BIDDERS

A. IN GENERAL

ITB 1 CONTACT PERSON

The person to contact for questions pertaining to this Invitation to Bid and Bid Documents is **Lloyd E. Davis** phone number (702) 229-2487, fax number (702) 384-9964. All questions concerning this Invitation to Bid must be submitted in writing and received no later than March 15, 2007. Do not contact the architects, engineers and other consulting authors of the Bid Documents except through the aforementioned contact person.

ITB 2 DEFINITIONS

The following definitions are applicable to the Bid Documents.

"Addendum" means a written or graphic instrument issued by the Owner via the City of Las Vegas Purchasing and Contracts Office prior to the submission of the Bids which modifies or interprets the Bid Documents by addition, deletion, clarification, correction or other type of modification. All Addenda will become part of the executed Contract.

"Additive Alternate Bid" means the amount stated in the Bid Schedule for completion of additional work that the Owner may elect to add as part of the Project.

"Additive/Deductive Unit Price Bid" means the sum of the unit price times the estimate for portion of the Work described in the Bid Documents that is stated in the Bid Schedule.

"Base Bid" means the lump sum amount the Bidder has offered to complete the Work which shall include, if applicable, each Unit Price Bid.

"Best Bidder" means the Bidder who has been determined to be responsive and responsible and who has submitted the lowest monetary Bid as a result of being entitled to the bid preference set forth in NRS Chapter 338.

"Bid" means a complete and properly signed offer to do the Work for the amount or amounts set forth in the Bid Proposal that is submitted in accordance with the Invitation to Bid.

"Bid Documents" means the Invitation to Bid, Instructions to Bidders, Owner-Contractor Agreement, General Conditions, Drawings, Technical Specifications, Bid Proposal, Attachments and the Addenda issued prior to the date designated for receipt of the Bids, as applicable.

"Bidder" means the person or entity submitting a Bid Proposal for the Work and the person or entity registered on the Plan Holder List in the Office of Purchasing and Contracts Division of the Owner.

"Bid Proposal" means the written document provided by the Owner to the Bidder for the purpose of submitting a Bid.

"Bid Schedule" is the form attached to the Bid Proposal that is used to submit the Base Bid and, if applicable to the Project, the Additive Project Bids and/or the Unit Price Bids of the Bidder.

"Contract" means the entire agreement between the parties as set forth in the Contract Documents and does not come into existence until execution of the Owner-Contractor Agreement by the Owner.

"Contract Amount" means the amount for which the Bidder has offered to complete the Work and is equal to the amount of the Base Bid plus, if applicable, each Additive Alternate Bid selected by the Owner to be included as a part of the Project.

"Contract Documents" means the Owner-Contractor Agreement, General Conditions, Technical Specifications, Drawings and, if applicable, each Addendum issued in connection with the Bid Documents.

"Day" means calendar day unless otherwise specifically designated.

"First tier Subcontractor" means a subcontractor who contracts directly with the Bidder to provide labor, materials or services for this Project and has the same meaning ascribed to it in NRS 338

"Governing Body" means the Redevelopment Agency Board

"Lot" means a separate portion of the Work as defined in the Technical Specifications and the Drawings

"Notice of Award" is the letter issued by the Owner notifying the Contractor of the award of the Project by the Redevelopment Agency Board, authorizing the Contractor to proceed with the procurement of the bonds and insurance and enclosing the Owner-Contractor Agreement for execution and return to the Owner

"Owner" Redevelopment Agency, a public body in the State of Nevada

"Owner-Contractor Agreement" means the document (2 pages) executed by the parties after the award of the Contract which summarizes the project description, contract amount, incorporated documents, contract time, Contractor warranties and liquidated damages

"Project" means the total construction of which the Work performed under the Contract may be the whole or a part thereof and which may include construction by the Owner or by other contractors hired by the Owner

"Promptly" means done without delay and on time

"Reasonable Time" means ten (10) business days, except where otherwise specified, or items requiring Redevelopment Agency Board Redevelopment Agency action

"Subcontractor" means any individual or entity to whom the Contractor sublets any part of the Work. There is no contractual relationship between the Owner and the Subcontractor who performs work or services for the Contractor

"Tie Bid" means an instance wherein bids are received from two or more Bidders that are considered the low bids and are identical in the evaluation areas. Unless all of the evaluation areas are identical, the bids are not considered tied and the award will be made to the lowest responsive and responsible Bidder or to the Best Bidder

"Unit Price" means the price stated on a per unit basis in the Bid Schedule for certain estimated portions of the Work which is used by the Owner to increase or decrease the Contract Amount depending upon the amount of Work actually completed by the Bidder

"Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project

ITB 3 INTERPRETATION OF BID DOCUMENTS

3.01 Omission of Modifiers

In the interest of brevity, the Bid Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement

3.02 Governing Order of Bid Documents

The Bid Documents include various divisions, sections and conditions that are essential parts for the Work to be performed by the Contractor. A requirement occurring in one is as binding as though occurring in all of the Bid Documents. They are intended to be complementary and to describe and provide for a complete scope of Work. In case of discrepancy, the lower numbered document will govern over the higher number document according to the following order of precedence unless to do so would contravene the obvious intent of the Bid Documents as determined by the Owner:

- 1 Addenda
- 2 Owner-Contractor Agreement
- 3 General Conditions
- 4 Technical Specifications, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the Owner)

3.03 Optional Sections

Periodically throughout these Instructions to Bidders there are sections preceded by boxes that indicate that the section may, or may not, apply to the Project. **If the box opposite a section has been marked, then the section applies to the Project and the Bidder must comply with the requirements set forth therein.**

3.04 Section and Paragraph Headings

The section and paragraph headings appearing in this document are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the section and paragraph to which they pertain.

ITB 4 ISSUANCE OF ADDENDUM

The Bidder shall not take advantage of any apparent error or omission in the Bid Documents. If an error or omission is discovered, the Bidder shall immediately notify the Owner. If any part of the Bid Documents is in need of revision or modification, the Owner will issue an Addendum as deemed necessary. The Addendum will be delivered by regular mail, certified mail, facsimile or personal delivery (whichever is selected by the Owner) to each Bidder whose name and address have been previously provided to the Owner at the time that the Bidder received a copy of the Bid Documents. The Owner is not bound by any oral representations, clarifications or changes made in connection with the Bid Documents by the Owner's employees, agents or consultants unless such representation, clarification or change is in the form of a properly issued Addendum.

The Bidder shall ascertain prior to the submission of a Bid Proposal that it has received each Addendum issued by the Owner and has properly acknowledged receipt thereof by completing the acknowledgment section in the Bid Proposal. The failure of the Bidder to contact the Owner to determine the issuance of any Addendum, or to acknowledge receipt of each Addendum issued in connection with this Project, shall entitle the Owner, in its sole discretion, to (i) reject the Bid Proposal of the Bidder as being non-responsive, or (ii) to accept the Bid Proposal of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum).

B. BID DOCUMENTS

ITB 5 BID OPENING: SUBMISSION OF DOCUMENTS NECESSARY FOR CONSIDERATION OF BID

5.01 Submittal: Sealed Envelope

Each Bid Proposal must be submitted in a sealed envelope prominently marked on the lower left side as follows

SEALED BID

BID NUMBER

BID OPENING DATE AND TIME

COMPANY NAME

No responsibility will attach to the Owner, or any official or employee thereof, for the premature opening or the failure to open a sealed Bid Proposal not properly identified as required pursuant to this Section. Bidders are solely responsible for the timely delivery of their bids. Faxed bids are not acceptable and will not be considered.

All bids must be submitted to the following address:

**Office of The City Clerk
1st Floor, City Hall Complex
400 Stewart Avenue
Las Vegas, Nevada 89101-2986**

5.02 Submittal: Bid Proposal

The Bidder shall submit its Bid on the Bid Proposal (*Attachment 1 to the Instructions to Bidders*) that shall be manually signed in ink by an officer of, or a duly authorized agent acting on behalf of, the Bidder. All figures must be legibly written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out and corrections may be inserted adjacent thereto. **The failure to complete the Base Bid Section of the Bid Schedule in a clear and legible manner may be cause for rejection of the Bid Proposal.**

If there exists a conflict between the unit price and the extended price, such as the extended price is based upon a unit price that is different than the unit price indicated on the Bid Schedule, then the amount which is more beneficial to the Redevelopment Agency shall control unless the Redevelopment Agency elects to proceed with the higher amount, and such higher amount does not displace the Bidder as the lowest monetary Bidder.

5.03 Submittal: Bid Security

The Bidder shall submit the Bid Security with the Bid Proposal in the amount of five percent (5%) of the Base Bid pledging that the Bidder will within five (5) business days after issuance of a Notice of Award execute the Owner-Contractor Agreement as required by ITB 8.01 and furnish the required bonds and insurance required by ITB 8.02. The Bid Security shall be in the form of the Bid Bond (*Attachment 2 to the Instructions to Bidders*), or, at the option of the Bidder, may be in the form of a cashier's check, certified check or money order provided the instrument is issued in the name of the Redevelopment Agency as the payee. The check and money order must reflect the bid number of the Project. A Bid Bond issued by an individual as the surety is not acceptable to the Owner. **The failure to enclose the Bid Security with the sealed Bid Proposal shall result in the rejection of that Bid Proposal without consideration.**

If the Bidder fails to furnish the required bonds or insurance or to execute the Owner-Contractor Agreement, the Bid Security may be forfeited to the Owner as liquidated damages, and not as penalty.

If the Bid Security is a Bid Bond, it shall be issued by a surety company acceptable to the Owner and executed by an appointed agent pursuant to NRS 683A 280. The surety company must be licensed to issue the Bid Bond by the State of Nevada Insurance Division pursuant to NRS 683A 090. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix thereto a certified and current copy of his power of attorney.

The Owner shall have the right to hold the Bid Security of the three apparent low Bidders until (i) the specified time set forth in ITB 9.02 has elapsed allowing the withdrawal of the Bid Proposals, (ii) a contract has been

executed between the Owner and the successful Bidder and the required bonds and insurance have been furnished, or (iii) all of the Bid Proposals have been rejected by the Owner, whichever is the first to occur

☐ If a Bidder chooses to provide the Bid Security in the form of a cashier's check, certified check or money order, a separate check or money order must accompany each Lot submitted by the Bidder. If the Bidder elects to provide a Bid Security in the form of a Bid Bond, it may be issued for five percent (5%) of the aggregate amount of all Lots submitted.

5.04 Submittal: 5% Subcontractor List

The Bidder shall submit the 5% Subcontractor List (*Attachment 3 to the Instructions to Bidders*) with the submission of the Bid Proposal in compliance with NRS 338 141. This form shall be completely filled in for each first tier Subcontractor who will be paid an amount exceeding five percent (5%) of the Base Bid. **The failure to complete and submit the 5% Subcontractor List shall result in the rejection of the Bid Proposal.**

ITB 6 POST-BID OPENING: SUBMISSION OF DOCUMENT NECESSARY FOR CONSIDERATION OF BID

6.01 Submittal: 1% Subcontractor List

Within two (2) hours after completion of the opening of the Bid Proposals, the three apparent low Bidders shall submit the 1% Subcontractor List (*Attachment 8 to the Instructions to Bidders*) identifying each first tier Subcontractor who will be paid an amount exceeding one percent (1%) of the Bidder's Base Bid or \$50,000, whichever is greater. This form shall be completely filled in for each first tier Subcontractor. The 1% Subcontractor List must be time stamped by and submitted to the City Clerk's Office. The faxing of this document is not acceptable. The Bidder may submit the 1% Subcontractor List with the Bid Proposal in satisfaction of this requirement. **The failure to complete and submit the 1% Subcontractor List shall result in the rejection of the Bid Proposal.**

ITB 7 POST BID OPENING: SUBMISSION OF INFORMATIONAL DOCUMENTS

7.01 Submittal: Informational Documents

The three (3) apparent low bidders shall complete and submit the informational documents listed below in Section 7.02 through 7.07 by the prescribed date and time which shall be announced at the bid opening. These informational documents must be time stamped by and submitted to the City Clerk's Office. The faxing of these informational documents is not acceptable. The Bidder may submit these informational documents with the Bid Proposal in satisfaction of this requirement. **The failure to complete and submit these informational documents may be cause for rejection of the Bid Proposal.**

7.02 Submittal: Certificate of Eligibility

Each Bidder submitting a Bid Proposal to the Owner on a public work project whose estimated cost exceeds \$250,000 is responsible for ascertaining whether the Bidder is entitled to the bidder preference and other matters relating thereto provided in NRS Chapter 338. The Bidder claiming the bid preference must, at the time of the submission of the bid, have a valid "Certificate of Eligibility" issued by the Nevada State Contractors' Board. Within one (1) business day after completion of the opening of the Bid Proposals, the three apparent low Bidders claiming the bid preference shall submit the Certificate of Eligibility. The Owner will not accept an affidavit or any other document as proof that the Bidder qualifies for the bid preference. Any Bidder requiring additional information relative to obtaining a "Certificate of Eligibility" should contact the Nevada State Contractors' Board.

7.03 RESERVED

7.04 Submittal: Schedule of Values

Within one (1) business day after the completion of the opening of the Bid Proposals, the three apparent low Bidders shall submit the Schedule of Values (*Attachment 5 to the Instructions to Bidders*) allocating values to the various portions of the Work.

7.05 Submittal: Name of Superintendent and Superintendent Project Resume

Within one (1) business day after the completion of the opening of the Bid Proposals, the three apparent low Bidders shall submit the name of the Superintendent who will be assigned to the Project along with that person's project resume. Such person must be acceptable to the Owner.

7.06 Submittal: List of Completed Projects

Within one (1) business day after the completion of the opening of the Bid Proposals, the three apparent low Bidders shall submit the List of Completed Projects (*Attachment 6 to the Instructions to Bidders*)

7.07 Submittal Supplier List

Within one (1) business day after the completion of the opening of the Bid Proposals, the three apparent low Bidders shall submit the Supplier List (*Attachment 7 to the Instructions to Bidders*) The Bidder agrees to assume responsibility for the acts or omissions of its suppliers Nothing contained in the Bid Documents shall be construed to create any contractual relationship between the supplier and the Owner

ITB 8 POST-BID OPENING: SUBMISSION OF DOCUMENTS NECESSARY FOR AWARD OF CONTRACT

8.01 Submittal: Owner-Contractor Agreement

Within five (5) business days after issuance of the Notice of Award, the Bidder who has been awarded the Contract shall execute the Owner-Contractor Agreement (*Attachment 9 to the Instructions to Bidders*) which incorporates the General Conditions and other documents as a part thereof, and to return it to the Owner A binding contract will not exist between the parties until (i) all of the bonds, certificates of insurance and other required documents have been executed and submitted to the Owner, and (ii) the Owner has executed the Owner-Contractor Agreement The failure to execute and return the Owner-Contractor Agreement as required herein may be cause to rescind the award, require the forfeiture of the Bid Security and re-award the Contract to the next lowest responsive and responsible Bidder or Best Bidder

8.02 Submittal: Bonds and Insurance

Within five (5) business days after issuance of the Notice of Award, the Bidder who has been awarded the Contract shall furnish to the Owner (i) the Performance Bond, Labor and Material Payment Bond and the Guaranty Bond (*Attachments 10, 11 and 12 to the Instructions to Bidders*) required under Section 7 01 of the General Conditions to the Owner-Contractor Agreement, (ii) a completed certificate of insurance (*Attachment 13 to the Instructions to Bidders*) evidencing the procurement of the insurance coverages required under Section 8 01 of the General Conditions to the Owner-Contractor Agreement and (iii) an endorsement (*Attachment 14 to the Instructions to Bidders*) naming the Owner as an additional insured party as required under Section 8 01 of the General Conditions to the Owner-Contractor Agreement The bonds and evidence of insurance and additional insured party shall be submitted on the aforementioned forms provided by the Owner

If the bonds and insurance coverages are not provided within the time required herein, the Owner may (i) extend the submission deadline and deduct from the time allotted for the completion of the Work the same number of days that the Bidder has exceeded the deadline set forth herein for the submission of these documents, (ii) rescind the award, require the forfeiture of the Bid Security and re-award the Contract to the next lowest responsive and responsible Bidder or to the Best Bidder, as the case may be, or (iii) assess liquidated damages in the amount of **\$3000.00** per business day for each day that the Bidder fails to submit the bonds and insurance, whichever remedy is determined by the Owner to be in its best interest

C. PRE-BID OPENING RULES AND PROCEDURES

ITB 9 WITHDRAWAL OF BID PROPOSAL

9.01 Pre-Bid Opening

Any Bidder may request the withdrawal of its posted and sealed Bid Proposal prior to the bid opening provided the request is submitted in writing to the City Clerk's Office, or an authorized representative of the Bidder presents himself with proper identification to the City Clerk's Office and verbally requests the withdrawal of the Bid Proposal

9.02 Post-Bid Opening

No bids may be withdrawn for a period of 90 calendar days after the date of the bid opening All responsive and responsible bids received are considered firm offers for the aforementioned time period and may be considered for award by the Owner The Bidder's offer will terminate with the expiration of the aforementioned time period The Owner may allow the Bidder intended for the award of a contract to withdraw its Bid Proposal during the aforementioned period if a mistake of fact on the part of the Bidder has occurred in the preparation of its bid The Bidder must immediately notify the Owner in writing upon discovery of the mistake The written notice must include the following (i) a request to withdraw its Bid Proposal, (ii) a detailed description of the nature of the

mistake, (iii) an explanation of exactly how and why the mistake occurred, (iv) and an explanation of the corrective action that was, or will be implemented to eliminate the possibility of future mistakes. If the above requested information is not adequately provided to the Owner's satisfaction, the Bidder shall be prepared to meet with the Owner within 24 hours of notification to further review the request.

After reviewing the request, the Owner may elect to allow withdrawal of the Bid Proposal by the Bidder (i) without any further implications or penalty, (ii) upon forfeiture of the Bid Security, or (iii) upon forfeiture of the Bid Security and prohibition against the Bidder from bidding on future public work projects for such period of time as may be determined by the Owner, not to exceed three (3) years.

ITB 10 LICENSING

Each Bidder must be qualified and possess the appropriate Nevada State Contractor's License at the time of Bid Opening. Failure to comply with this requirement shall result in the rejection of the Bid Proposal submitted by the Bidder. Bidders are reminded that, pursuant to NRS 624.3015, bidding on a contract for work in excess of its limit and beyond the scope of its license is a violation of state law and grounds for disciplinary action by the Nevada State Contractors Board.

The Bidder's license classification, number and monetary limit must be indicated on the appropriate page in the Bid Proposal. Each Bidder and their Subcontractors shall comply with all provisions of NRS Chapter 624 during the bidding phase and NAC Chapter 624 through completion of the Project. Any questions concerning the license requirements shall be directed to the Nevada State Contractors Board.

Bidders must be properly licensed to perform the Work required under this Invitation to Bid. The Bidder who is being recommended for award of the contract shall have the required City of Las Vegas Business License prior to award, or the Bidder will be deemed non-responsible and ineligible for award.

Any Bidder interested in obtaining a City of Las Vegas Business License may expedite processing by indicating on the application form, "License Application filed for City Bid Number 06 15341 24-LED." Information concerning City of Las Vegas Business License requirements and fees may be obtained by (i) calling the Business Services Division at (702) 229-6281, (ii) visiting the City website at www.lasvegasnevada.gov/bus-license, or (iii) e-mailing to businesslicense@lasvegasnevada.gov.

ITB 11 LATE BIDS

Any Bid Proposal arriving after the scheduled date and time of the bid opening will not be considered in the award of the Contract and will be returned to the Bidder.

D. POST-BID OPENING RULES AND PROCEDURES

ITB 12 EVALUATION OF BIDS

12.01 Award Criteria

The award of the Contract shall be made to the lowest responsive and responsible Bidder as determined pursuant to the provisions of ITB 13 or to the Best Bidder who as a result of the provisions of NRS Chapter 338 becomes the lowest responsive and responsible Bidder.

12.02 Base Bid

The Bidder shall indicate the amount of its Base Bid for the Project by completing the Base Bid section of the Bid Schedule (*Attachment A to the Bid Proposal*). **The failure of the Bidder to complete the Base Bid section of the Bid Schedule shall result in the rejection of the Bid.**

12.03 Additive Alternate Bids

In addition to the Base Bid, the Bidder shall indicate the amount of each Additive Alternate Bid by completing the applicable section of the Bid Schedule (*Attachment A to the Bid Proposal*). At the time of the award of the Contract, the Owner may, in its sole discretion, elect to include any or all of the Additive Alternate Bids as part of the Project. If the Owner requests more than one Additive Alternate Bid, then each one shall be listed in order of priority and the selection for inclusion as a part of the Project shall be exercised according to such priority depending on the availability of additional funding for the Project. Each Additive Alternate Bid exercised by the Owner shall be added to the Base Bid in determining the lowest responsive and responsible Bidder. **The failure**

to complete the Additive Alternate Bid section of the Bid Schedule shall result in the rejection of the Bid Proposal.

12.04 Additive/Deductive Unit Price Bids

In addition to the Base Bid, the Bidder shall indicate the amount of its Additive/Deductive Unit Price Bid by completing the applicable section of the Bid Schedule (*Attachment A to the Bid Proposal*). Each Unit Price is for certain portions of the Work, the quantities of which for purposes of the bid process have been estimated by the Owner and included in the Bid Documents. The Unit Prices shall remain unchanged through completion of the Project. As construction occurs on the Project, if it is determined by the Owner that the actual Work is less than or exceeds the estimated portion of the Work, the Contract Amount will be decreased or increased using the applicable Unit Price submitted to the Owner. The Unit Price multiplied by the quantity estimated in the Bid Documents shall comprise the Additive/Deductive Unit Price Bid for the applicable portion of the Work. Each Additive/Deductive Unit Price Bid shall be included as a part of the Base Bid for purposes of determining the lowest Bidder. **The failure to complete the Additive/Deductive Unit Price Bid section of the Bid Schedule shall result in the rejection of the Bid Proposal.**

12.05 Award of Contract

After the bid opening, the Purchasing and Contracts Division shall evaluate all of the Bids and formulate a recommendation as to the award of the Contract. After the award, the Purchasing and Contracts Division shall issue the Notice of Award notifying the successful Bidder of the award, and enclosing the Owner-Contractor Agreement to be executed by the Bidder and returned to the Owner. The Bidder shall utilize the Notice of Award to obtain the bonds and insurance required under ITB 8 02. Notwithstanding the award of the Contract, there is no binding or legally enforceable agreement against the Redevelopment Agency until the Owner-Contractor Agreement is actually executed by the Redevelopment Agency, and until such time of execution, the Redevelopment Agency reserves the right to rescind the award.

ITB 13 DETERMINATION OF LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

13.01 Determination of Lowest

The lowest Bidder is the Bidder who has submitted the lowest Base Bid, if applicable, or the lowest total of the Base Bid and each Additive Alternate Bid selected by the Owner to be a part of the Project. The Best Bidder may become the lowest Bidder as a result of the preference set forth in NRS Chapter 338.

13.02 Determination of Responsible

As a pre-requisite to the award of the Contract, the lowest Bidder or the Best Bidder must be a responsible bidder as determined by the Owner. In determining such responsibility, the Owner may take into consideration, including but not limited to, the criteria set below:

- a Whether the Bidder possesses a valid contractor's license of a class corresponding to the Work to be required by the Owner,
- b Whether the Bidder has the ability to obtain the necessary bonding for the Work to be required by the Owner,
- c Whether the Bidder has successfully completed **three (3)** projects during the five (5) years immediately preceding the date of submission of the Bid Proposal of similar size, scope or type as the Work to be required by the Owner,
- d Whether the principal personnel employed by the Bidder have the necessary professional qualifications and experience for the Work to be required by the Owner,
- e Whether the Bidder has breached any contracts with a public agency or person in this state or any other state during the five (5) years immediately preceding the date of submission of the Bid,
- f Whether the Bidder has been disqualified from being awarded a contract pursuant to NRS 338 017 or 338 13895,
- g Whether the Bidder has been convicted of a violation for discrimination in employment during the two (2) years immediately preceding the date of submission of the Bid,

- h Whether the Bidder has the ability to obtain and maintain insurance coverage for public liability and property damage within limits sufficient to protect the Bidder and all the subcontractors of the Bidder from claims for personal injury, accidental death and damage to property that may arise in connection with the work to be required by the Owner,
- i Whether the Bidder has a safety program that complies with the requirements of Chapter 618 of NRS,
- j Whether the Bidder has been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the applicant to perform the work to be required by the Owner,
- k Whether, during the five (5) years immediately preceding the date of submission of the Bid Proposal the Bidder has filed as a debtor under the provisions of the United States Bankruptcy Code,
- l Whether, during the five (5) years immediately preceding the date of submission of the Bid, the Bidder has, as a result of causes within the control of the Bidder or a subcontractor or supplier of the Bidder, failed to perform any contract
 - (i) In the manner specified by the contract and any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative,
 - (ii) Within the time specified by the contract unless extended by the person or governmental entity that awarded the contract or its authorized representative, or
 - (iii) For the amount of money specified in the contract or as modified by any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative
- m Whether the Bidder has received a satisfactory or unsatisfactory overall rating on the Contractor Evaluation Form for prior public work projects of the City of Las Vegas and/or the Redevelopment Agency

Evidence of any failure described in this Section 13 02 may include, without limitation, the assessment of liquidated damages against the Bidder, the forfeiture of any bonds posted by the Bidder, or the existence of an arbitration award or a decision by a court of law against the Bidder

For purposes of Subsection c of this Section 13 02, "successfully completed" means the Bidder has completed at least **three (3)** of similar size, scope or type as the Work to be required by the Owner for this project in a manner which was acceptable to the party contracting with the Bidder for the public work project, and that there is no arbitration or litigation filed by such party, the Bidder or any subcontractor, supplier or workman of the Bidder which is pending or completed in connection with the prior project. In the event arbitration or litigation is pending, the Bidder may provide evidence to the Owner that the disputes involved therein do not reflect negatively upon the Bidder's ability to perform the Project or, for the most part, are in favor of the Bidder. Upon request of the Owner, the Bidder shall submit collaborating evidence of the successful completion of the public work project from the Party contracting for the work

The Bidder cannot avoid its previous work history by means of a company name change, ownership change, change in the form of business entity, change in licensing or bonding status, or bankruptcy, if any key personnel (an individual with an active ownership interest or a corporate officer) remain the same or if the Bidder's business location remains the same after the change

13.03 Determination of Responsiveness

As a pre-requisite to the award of the Contract, and in addition to the determination that the Bidder is responsible, the lowest Bidder or Best Bidder, as the case may be, must be a responsive Bidder as determined by the Owner. In determining whether the Bidder is responsive, any one or more of the following may be considered

- a Evidence of collusion amongst the Bidders as described in ITB 22 ,
- b Failure to properly complete the Bid Proposal furnished by the Owner and to otherwise comply with the requirements of ITB 5 02,
- c Failure to attend the mandatory pre-bid conference scheduled by the Owner,

- d Failure of an authorized representative to sign the Bid Proposal as required by ITB 5 02,
- e Failure to submit the Bid Security with the Bid Proposal as required pursuant to ITB 5 03,
- f Failure to complete and submit the Subcontractor Listings as required by ITB 5 04 and ITB 6 01, or circumventing the Subcontractor List requirements by disingenuous issuance of contracts or purchase orders that avoid such listing, whether these acts and omissions are intentional or otherwise,
- g Failure to provide the name of the Superintendent and submit Superintendent Project Resume as required by ITB 7 05,
- h Failure to submit the List of Completed Projects as required by ITB 7 06,
- i Failure to submit the Supplier Listing as required by ITB 7 07,
- j Failure to provide the Certificate of Eligibility as required by ITB 7 02,
- k Failure to obtain the licensing as required by ITB 10,
- l Failure to complete the Additive Alternate Bid Section in the Bid Schedule as required by ITB 12 03,
- m Failure to complete the Additive/Deductive Unit Price Bid Section in the Bid Schedule as required by ITB 12 04, or
- n Failure to comply with any other requirement of the Instructions to Bidders

The failure to comply with the requirements of the Instructions to the Bidders shall result in the automatic rejection of the Bid Proposal submitted by the Bidder if rejection is expressly provided for in the Instructions to Bidders. In the case of such automatic rejection, the requirement has been determined to be a material requirement by the Owner. For those requirements in the Instructions to Bidders for which (i) the consequences have not been expressly provided for, or (ii) the consequences state that the Bid Proposal may be rejected, the Owner shall have the discretion as to whether or not to waive the requirement entirely, or to require compliance with the requirement after the bid opening, whichever is determined to be in its best interests.

ITB 14 SUBSTITUTION OF SUBCONTRACTORS

The Bidder shall not substitute any person for itself, or substitute any Subcontractor listed on the 5% Subcontractor List or the 1% Subcontractor List except as provided pursuant to NRS Section 338 141, 338 13895 and 338 1475. If the Owner or State Labor Commissioner's Office has determined that a listed Subcontractor failed to pay prevailing wages for any reason, then this failure shall be cause for, but not necessarily the obligation of, the Owner to request a substitution of the Subcontractor.

As a requirement of the Contract executed with the Owner, the Bidder will be responsible for the acts or omissions of its Subcontractors and of the persons directly or indirectly employed by them. The Owner may request a copy of any or all subcontracts entered into by the Bidder which are a part of the Bid Proposal submitted to the Owner if such request is within the provisions of NRS 338 140(1)(d).

ITB 15 BID IRREGULARITIES

The Owner reserves the right to waive any formality or irregularity in any submitted Bid Proposal, or to reject any or all of the submitted Bid Proposals. In the case of the rejection of all of the Bid Proposals, the Owner reserves the right to advertise for new Bid Proposals, proceed to do the Work itself or take no further action, whichever is in the best interest of the Owner.

ITB 16 RESOLVING TIE BIDS

The procedure for resolving Tie Bids is to hold a public drawing. The winner of the draw shall be recommended for award of the Contract. The Purchasing and Contracts Division will notify the tied Bidders of the time and place

of the drawing and invite the tied Bidders to attend, but attendance is not mandatory for the drawing. The drawing will be held in the presence of a minimum two employees of the Purchasing and Contracts Division.

ITB 17 BID PROTESTS

17.01 Protest Procedure

Any Bidder may protest to the Owner the proposed award of a contract by the Las Vegas Redevelopment Agency Board provided the Bidder complies with the procedure set forth in Resolution R-89-2004 (*Attachment 15 to the Instructions to Bidders*). The Redevelopment Agency Board will not consider any appeal unless the Bidder complies with this procedure.

17.02 No Liability for Protest Expenses

Neither the Redevelopment Agency, nor its employees will be liable for any costs, expenses or damages incurred by the Bidder in connection with the protest, such as, but not necessarily limited to, attorney fees, loss of income, bid preparation costs, bid protest costs or other damages sustained by the Bidder.

ITB 18 RESERVED

E. MISCELLANEOUS PROVISIONS

ITB 19 SUBCONTRACTOR BONDS

Each Bidder is directed to review the provisions concerning the subcontractor bonding requirements set forth in Section 7.03 of the General Conditions (*Attachment 9 to the Instructions to Bidders*). The Bidder who is awarded the Project shall furnish to the Owner copies of the Subcontractor's Performance Bond, Labor and Material Payment Bond and the Guaranty Bond, which shall be provided prior to the Subcontractor performing any portion of the Work.

ITB 20 LIQUIDATED DAMAGES

Time is of the essence in the completion of this Project. The Bidder acknowledges and agrees that if the Project is not completed on time, or there is a failure to meet the milestones set forth in the Guaranteed Project Schedule, the Owner and, if applicable because of the nature of the Project, the general public, will suffer damages, the amount and extent of which are uncertain and immeasurable since such damages involved not only additional monetary expense to the Owner, but the lack of use and enjoyment of the Project by the Owner and/or the general public. For the aforementioned reasons, each Bidder is directed to review Section 6.01 of the General Conditions (*Attachment 9 to the Instructions to Bidders*) and section 01.73.00 of the Technical Specifications which impose Liquidated Damages upon the Bidder for failure to complete the Project on time, or to meet the milestones set forth in the Guaranteed Project Schedule.

ITB 21 APPLICABLE LAWS

21.01 In General

The Bidder should review Section 13 of the General Conditions (*Attachment 9 to the Instructions to Bidders*) that discuss the laws applicable to the Project. The laws listed therein, and which may be listed in this Section, are provided for informational purposes only, and are not intended to be exhaustive of all of the laws that may apply to the Project. Each Bidder is responsible for being aware of the federal, state and local laws that may apply to the Project, and for taking into account the effect such laws may have in the preparation of its Bid Proposal submitted to the Owner.

21.02 Compliance with Federal, State and Local Laws

The Bidder who is awarded the Project, and each Subcontractor or other person who provides labor, equipment, materials, supplies or services for the Project, shall comply with the requirements of the applicable federal, state and local laws including, without limitation, the applicable requirements for licensing and the payment of sales and use taxes on equipment, materials and supplies provided for the Project.

21.03 OSHES Notification

Regulations for the Nevada Occupational Safety and Health Enforcement Program adopted pursuant to NRS Chapter 618 requires written notice to the Nevada Occupational Safety and Health Enforcement Section (OSHES) of the Industrial Relations Division of the Business and Industry Administration, State of Nevada, before commencing construction on certain projects

The Bidder awarded the contract must provide such notice if the Project meets at least one of the following criteria

- I A new or renovated building or structure that has a ground floor which is more than 30 feet above or below ground level,
- II A new building or structure that has an initial construction cost of \$10,000,000 or more,
- III A new building or structure which, when completed, will be 50,000 square feet or more, or
- IV A new building or structure which, when completed, will be more than 60 feet above the ground, excluding any antenna, smokestack, flagpole, or similar attachment

Failure to notify OSHES if the Project meets one or more of the above criteria will result in an issuance of a citation and imposition of a monetary penalty

21.04 Federal Wage Rates

The Bidder is hereby notified that the Federal Wage Rates (*Attachment 17 to the Instruction to Bidders*) are applicable to the Contract. Any wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a through 276a-7) and as supplemented by a regulation of the Department of Labor (29 CFR, Part 5). If the Nevada State Wage Rates and Federal Wage Rates are not equal, the Bidder is required to pay the higher prevailing rate.

21.05 Section 3 Regulations

The Bidder is hereby notified that the requirements of Section 3 Regulations (*Attachment 18 to the Instructions to Bidders*) are applicable to the Contract.

ITB 22 COLLUSION

Any evidence of agreement or collusion amongst the Bidders, acting to restrict freedom of competition by agreement to bid a fixed price or otherwise, will render void the bids of such Bidders. The disclosure of any information to any Bidder which gives the Bidder a competitive advantage over other competing Bidders in advance of the bid opening may be cause for any or all Bids received to be rejected and the Project may be re-bid.

ITB 23 PUBLIC RECORDS

The Owner is a public agency as defined by state law subject to the Nevada Public Records Law (NRS Chapter 239). All of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. The Bidder is advised that with the opening of the Bid Proposal by the Owner, the contents become a public record and nothing contained in the Bid Proposal will be deemed to be confidential. The Bidder should not include any information in the Bid Proposal that is proprietary in nature or that it would not want to be released to the public.

F. SUMMARY OF DOCUMENTS REQUIRED TO BE SUBMITTED

1. ALL BIDDERS: Documents to be submitted with the Bid Proposal

Bid Proposal	Attachment 1 to the Instructions to Bidders
Bid Security	Attachment 2 to the Instructions to Bidders, or Cashier's Check, Certified Check or Money Order
5% Subcontractor List	Attachment 3 to the Instructions to Bidders

2. THREE APPARENT LOW BIDDERS: Document to be submitted within two hours after Bid Opening

1% Subcontractor List	Attachment 8 to the Instructions to Bidders
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3. THREE APPARENT LOW BIDDERS: Documents to be submitted by the prescribed time, one (1) business day after Bid Opening

☐ NOT REQUIRED	Attachment 4 to the Instructions to Bidders
List of Completed Projects	Attachment 6 to the Instructions to Bidders
☐ Supplier List	Attachment 7 to the Instructions to Bidders
Certificate of Eligibility	To be obtained from the Nevada Contractor's Board
Superintendent Resume	Resume of completed projects by the Superintendent in his or her capacity as a superintendent
Schedule of Values	Attachment 5 to the Instructions to Bidders

4. AWARDED BIDDER

a. Documents to be submitted within 5 business days after issuance of Notice of Award of Contract

Owner-Contractor Agreement	Attachment 9 to the Instructions to Bidders
Performance Bond	Attachment 10 to the Instructions to Bidders
Labor and Material Bond	Attachment 11 to the Instructions to Bidders
Guaranty Bond	Attachment 12 to the Instructions to Bidders
Certificates of Insurance	Attachment 13 to the Instructions to Bidders
Endorsement of Additional Insured	Attachment 14 to the Instructions to Bidders

b. Documents to be submitted to OSHES, if required

Regulated Construction Project Notification Form, if required	Attachment 16 to the Instructions to Bidders
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RICHARDSON CONSTRUCTION, INC.

BID PROPOSAL

FIFTH STREET SCHOOL REHABILITATION PHASE III

PROJECT NO. 06.15341.24-LED

Date: 27 MARCH 2006 - 1:30 P.M.

To:

**THE CITY OF LAS VEGAS
CITY CLERK, 1ST FLOOR
CITY HALL COMPLEX
400 Stewart Avenue
Las Vegas, Nevada 89101-2986**

2207 W. Gowan Road, North Las Vegas, Nevada 89032 (702) 647-2200 / Fax: (702) 647-7340

**ATTACHMENT 1
BID PROPOSAL**

A. BIDDER INFORMATION

1. IN GENERAL

a Name Richardson Construction, Inc.
b Address 2207 W. Gowan Road, 2nd Floor
c City North Las Vegas
d State Nevada
e Zip Code 89032
f Telephone No (702) 647-2200
g Fax No. (702) 647-7340
h E-mail Address. Lou@rclv.net

2. NEVADA STATE CONTRACTOR'S LICENSE

a License No 0027644
b Classification AB
c Monetary Limit (if any) Unlimited

3. CLV BUSINESS LICENSE

a C12-01073-b-018932

B. BID PROPOSAL. The Bidder hereby proposes and agrees to the following

- 1 To be bound by all of the terms, conditions and rules of procedure set forth in the Instructions to Bidders
- 2 To undertake and complete the Work (defined in the Instructions to Bidders and the Contract) in a good, substantial, workmanlike and expeditious manner for the total bid amount set forth in the Bid Schedule (Attachment A), and to provide all of the labor, materials, tools, equipment, transportation and other facilities necessary to properly complete the Work in accordance with the Contract
- 3 To commence the Work within the time set forth in the Notice to Proceed and to complete the same by the deadline set forth in the Contract unless extensions thereto have been granted by the Owner.
- 4 To provide the required bonds and insurance, and to execute and return the required Owner-Contractor Agreement, to the Owner within the time set forth in the Instructions to Bidders

C. BIDDER REPRESENTATIONS The Bidder hereby represents to the Owner the following

- 1 That the Bidder has examined the Bid Documents and is familiar with all of the requirements set forth therein including, without limitation, the character and quality of the Work required to be performed, and the materials to be furnished in order to complete the Work.
- 2 That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work
- 3 That the Bidder has carefully checked the bid amount(s) set forth in the Bid Schedule, Attachment A hereto, and agrees that the Owner shall not be responsible for any errors or omissions in the preparation and submission of the Bid Proposal

BID PROPOSAL PAGE

- 4 That the Bid is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein
5. That the Bidder has not entered into any verbal agreement or engaged in any conversation with any officer, employee or agent of the Owner that affects or modifies any of the terms or obligations of its Bid

D. ADDENDA. Prior to the Bid Opening, the Owner will mail or fax (whichever is determined to be the most effective and timely by the Owner) a copy of each issued Addendum to each Bidder who has provided the Owner with an address and fax number for such purpose. The Bidder hereby acknowledges, however, that he is primarily responsible for ascertaining the number of Addenda, if any, which have been issued by the Owner and for obtaining a copy of such Addenda prior to the submission of the Bid Proposal

Recognizing this responsibility, the Bidder hereby acknowledges receipt of the following addenda

Addendum <u>1</u>	Initial <u>[Signature]</u>	Addendum _____	Initial _____
Addendum <u>2</u>	Initial <u>[Signature]</u>	Addendum _____	Initial _____
Addendum <u>3</u>	Initial <u>[Signature]</u>	Addendum _____	Initial _____

The failure of the Bidder to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this Project, shall entitle the Owner, in its sole discretion, to (i) reject the Bid of the Bidder as being non-responsive, or (ii) to accept the Bid of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum)

E. BIDDER PREFERENCE. Does the Bidder have a current Certificate of Eligibility issued by the Nevada State Contractors Board?

☒ Yes

☐ No

BIDDER CHECKLIST The Bidder hereby submits the following attachments which are incorporated herein as a part of the Bid Proposal

☒ Bid Schedule

☒ Bid Bond

☒ 5% Subcontractor Listing

IN WITNESS WHEREOF, the Bidder hereby acknowledges and agrees to the terms, conditions and covenants set forth in this Bid document on this 19 day of March, 2007

Richardson Construction, Inc.

Legal Name of Firm

Authorized Signature

Louis S. Richardson

Name/Typed or Printed

President

Title

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a Minority, Women or Disabled Veteran Business Enterprise?

☐ No ☐ Yes If Yes, Specify ☐ MBE ☐ WBE ☐ DVBE.

BID PROPOSAL PAGE

**ATTACHMENT A
BID SCHEDULE**

BASE BID SECTION	LUMP SUM AMOUNT
All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract	\$ 9,498,000 ⁰⁰ =

BID PROPOSAL PAGE

**ATTACHMENT 2
BID BOND**

BOND NUMBER BID BOND
DATE EXECUTED March 20, 2007
BID DATE: March 27, 2007

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has submitted a bid to the Redevelopment Agency, Nevada (herein the "Agency") to perform all work required under the Bid Documents issued in connection with Bid No. 06.15341.24-LED of the Agency for the project commonly known and entitled, to wit Fifth Street School Rehabilitation Phase III (herein the "Contract").

WHEREAS this bond is being issued to secure the execution of the Contract by the Contractor.

KNOW ALL MEN BY THESE PRESENTS that we, the Surety and Contractor named below, are held and firmly bound unto the Agency in the penal sum of five percent (5%) of the total amount of the bid submitted by the Contractor to the Agency for the work described in the Contract for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such if the Contractor is awarded a contract by the Agency and, within the time and manner required under the Bid Documents and the bid submitted to the Agency and furnishes the required insurance and bonds to guarantee faithful performance of the Contract with the Agency and the payment of labor and materials used in connection therewith, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

IN THE EVENT suit is brought upon this bond by the Agency and judgment is recovered, the Surety agrees to pay all costs incurred by the Agency in such suit, including a reasonable attorney's fee to be fixed by the Court.

Bond must be acceptable to the Redevelopment Agency.

Richardson Construction Inc.
(Principal Contractor)
Louis S. Richardson, President
(Authorized Representative and Title)
By [Signature]
(Signature)

Surety: The Guarantee Company of North America USA
1747
(State of Nevada, License Number)
Andrew J Paffenbarger / Attorney-in-Fact
(Appointed Agent Name)
By: [Signature]
(Signature)
Address: 1121 E Missouri Av Ste 102 Phoenix,
Telephone: 602-212-9160 AZ 85014

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

BID PROPOSAL PAGE

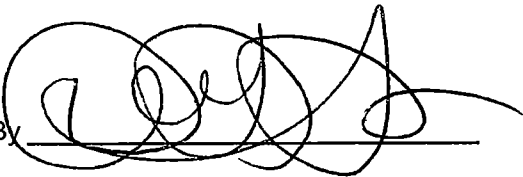
State of Arizona

County of Maricopa

On this 20 day of March, 20 07, before me

personally appeared Andrew J Paffenbarger / Attorney – in – Fact

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument

By 
Notary Public

My Commission Expires

April 5, 2010





THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**Andrew J. Paffenbarger, Joseph A. Clarken III, Scott Wareing, Diane L. Arment, Bob Walden,
Anne E. Hill, Jennifer Castillo
Paffenbarger & Walden, LLC**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 30th day of August, 2006.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



State of Michigan
County of Oakland

Stephen Dullard
Stephen Dullard, Vice President

On this 30th day of August, 2006 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 20 day of March 2007.



Randall Musselman
Randall Musselman, Secretary

ATTACHMENT 3 5% SUBCONTRACTOR LIST

OWNER: Richardson Construction, Inc.

DESCRIPTION OF WORK	NAME OF SUBCONTRACTOR
Electrical	MBE: ___ WBE: ___ DVBE: ___ High-Tech Electric
Mechanical	MBE: ___ WBE: ___ DVBE: ___ US Mechanical
	MBE: ___ WBE: ___ DVBE: ___
	MBE: ___ WBE: ___ DVBE: ___
	MBE: ___ WBE: ___ DVBE: ___

BID PROPOSAL PAGE

**ATTACHMENT 4
M/W/DVBE GOOD FAITH EFFORT**

NOT RECORDED

BID PROPOSAL PAGE

ATTACHMENT 5 SCHEDULE OF VALUES

Bidder: Richardson Construction, Inc.

THE BIDDER SHALL INDICATE AN AMOUNT WHICH IS INCLUDED IN THE BASE BID FOR EACH ITEM LISTED BELOW

BIDDER(S) AGREE TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION WHICH MAY INCLUDE BUT NOT BE LIMITED TO DETAILED BREAKDOWN OF AMOUNTS, MANUFACTURER'S PRODUCTS, LITERATURE, EQUIPMENT MODEL NUMBERS, OR OTHER INFORMATION AS REQUIRED TO SUPPORT AND/OR SUBSTANTIATE THE WORK, IN ACCORDANCE WITH NRS 338

ALL COSTS ATTRIBUTABLE TO PROFIT, OVERHEAD, AND ALL OTHER INCIDENTAL ITEMS SHALL BE EVENLY DISTRIBUTED ACROSS ALL LINE ITEMS IN THE SCHEDULE OF VALUES

Line Item	Line Item Description	Base Bid
1.0	General Requirements	\$303,291.50
1.1	Construction Storm Water Control	\$20,000.00
1.2	Dust Control	\$10,000.00
1.3	Mobilization	\$263,017.41
1.4	Bonding and Insurance	\$231,664.01
1.5	Close-out, [2% of bid, \$10,000 min \$100,000 max]	\$100,000.00
2.0	Site Construction	\$705,455.28
3.0	Concrete	\$605,537.61
4.0	Masonry	\$104,791.52
5.0	Metals	\$22,470.00
6.0	Wood and Plastics	\$384,130.00
7.0	Thermal and Moisture Protection	\$548,094.66
7.1	Clay Roofing Tile	\$203,300.00
8.0	Doors and Windows	\$897,674.48
9.0	Finishes	\$1,007,972.10
9.1	Wood Flooring	\$56,710.00
9.2	Carpet	\$72,225.00
10.0	Specialties	\$105,665.71
11.0	Equipment Lift	\$11,037.05
12.0	Furnishings	\$46,203.67
13.0	Special Construciton	\$11,120.00
13.1	Exterior Fountain	\$11,120.00
13.2	Fire Suppression	\$90,000.00
13.3	Hazardous Material Remediation	\$10,000.00
15.0	HVAC	\$1,487,300.00
15.1	Plumbing	\$428,000.00
16.0	Electrical	\$1,547,220.00
16.1	Fire Alarm System	\$214,000.00
	TOTAL OF LINE ITEMS	\$9,498,000.00

BID PROPOSAL PAGE

**ATTACHMENT 6
LIST OF COMPLETED PROJECTS**

Bidder Richardson Construction, Inc.

Bidders must respond to each of the below questions

- 1 Has the bidder acting as the prime contractor successfully completed **three (3)** projects, preferably in Clark County, of similar size, scope, or type as the work to be required by the Owner, as the Work described in this bidding document? If yes, complete project information on attached sheets

☒ YES ☐ NO

- 2 Has the bidder failed to perform any contract as a result of causes within the control of the bidder or a subcontractor or supplier of the bidder?

☐ YES ☒ NO

- 3 Has the bidder failed to perform any portion of the Work that caused the Owner and/or others, (i.e., the surety company, etc) to exercise its right to complete the Work in the contract?

☐ YES ☒ NO

- 4 Has the bidder been involved in any failure to complete or breach of contract for any reason including, customer-directed suspensions or disbarments/disqualifications?

☐ YES ☒ NO

- 5 Has the bidder been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the bidder to perform the Work required by the Agency for this Project?

☐ YES ☒ NO

- 6 Has the bidder been convicted of a violation for discrimination in employment?

☐ YES ☒ NO

BID PROPOSAL PAGE

PROJECT 1:

Project Name Doolittle Community Center -Renovation & Addition

Project Address 1950 J Street, North Las Vegas, Nevada

Owner's Name City of Las Vegas

Owner's Point of Contact Gary Barr

Phone Number: (702) 229-6535

Project Description Type of Rehabilitation, Size of the Building, and the scope of any historical rehabilitation and/or preservation

This project incorporated the demolition and remodel of a local community center 38,000 sq. ft. These changes included asbestos removal; consisting of gymnasium, pool, locker rooms, office staff area, weight room, game room, classrooms, kitchen, restrooms.

Award Amount \$9.6 Million

Year Completed 2003

Was this project completed late? ☐ YES ☒ NO

Did the contract contain liquidated damages or penalty clauses? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO

What was the amount assessed? _____

Were any judgments entered pertaining to this project? ☐ YES ☒ NO

BID PROPOSAL PAGE

PROJECT 2:

Project Name	<u>Downtown Senior Services Center</u>
Project Address	<u>300 South 9th Street</u>
Owner's Name	<u>City of Las Vegas</u>
Owner's Point of Contact	<u>Gary Barr</u>
Phone Number	<u>(702) 229-2091</u>
Project Description	<u>Type of Rehabilitation, Size of the Building, and the scope of any historical rehabilitation and/or preservation</u>

This project consists of the renovation of two buildings totaling 20,508 sq. ft. The work includes, but is not limited to: replacement of the HVAC units, replacement of carpet, floor tiles, installation of a Fire Sprinkler System, Electronic Fire Protection System, tenant improvements as shown in the specification and plans, and other related work within the building., and for the adaptation as City of Las Vegas Government Services Center.

Award Amount	<u>\$3.8 Million</u>
Year Completed	<u>2006</u>

Was this project completed late? ☐ YES ☒ NO

Did the contract contain liquidated damages or penalty clauses? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO

What was the amount assessed? _____

Were any judgments entered pertaining to this project? ☐ YES ☒ NO

BID PROPOSAL PAGE

PROJECT 3:

Project Name Hollyhock Retrofit

Project Address 380 N. Maryland Parkway
Las Vegas, Nevada 89101

Owner's Name Housing Authority of the City of Las Vegas

Owner's Point of Contact Frank Stafford

Phone Number: (702) 922-7030

Project Description Type of Rehabilitation, Size of the Building, and the scope of any historical rehabilitation and/or preservation

Change from Senior Day Care to Commercial Office Building.

Award Amount \$1.2 Million

Year Completed 2007

Was this project completed late? ☐ YES ☒ NO

Did the contract contain liquidated damages or penalty clauses? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO

What was the amount assessed? _____

Were any judgments entered pertaining to this project? ☐ YES ☒ NO

BID PROPOSAL PAGE

**ATTACHMENT 7
SUPPLIER LIST**

BIDDER: Richardson Construction, Inc.

MATERIAL TO BE PROVIDED	NAME OF SUPPLIER
	MBE: __ WBE: __ DVBE: __
	MBE: __ WBE: __ DVBE: __
	MBE: __ WBE: __ DVBE: __
	MBE: __ WBE: __ DVBE: __
	MBE: __ WBE: __ DVBE: __
	MBE: __ WBE: __ DVBE: __

NOT REQUIRED

BID PROPOSAL PAGE

**ATTACHMENT 8
1% SUBCONTRACTOR LIST**

BIDDER: Richardson Construction, Inc.

RECEIVED
CITY CLERK
2001 MAR 27 PM 2:19

DESCRIPTION OF WORK	NAME OF SUBCONTRACTOR	LICENSE NUMBER
Electrical	MBE: __ WBE: __ DVBE: __ High-Tech Electric	0052141
Mechanical	MBE: __ WBE: __ DVBE: __ US Mechanical	0031212A 0057582
CONCRETE	MBE: __ WBE: __ DVBE: __ DMK / RICHARSON	64703/27944
LANDSCAPING	MBE: __ WBE: __ DVBE: __ DEL SOL	0060070
MASONRY	MBE: __ WBE: __ DVBE: __ HAWLON	0054552

BID PROPOSAL PAGE

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

RICHARDSON CONSTRUCTION INC

Licensed since September 08, 1988

License No. **0027944**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

LOUIS SOLOMAN RICHARDSON, President

AB-GENERAL ENGINEERING & GENERAL BUILDING

LIMIT. Unlimited
EXPIRES: 09/30/2007



Chairman, Nevada State Contractors Board





NEVADA STATE CONTRACTORS' BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-20-0016

RICHARDSON CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR"), NEVADA STATE CONTRACTORS' LICENSE NUMBER: 27944 ORIGINAL ISSUE DATE: 09/08/1988 BUSINESS TYPE: CORPORATION CLASSIFICATION: AB-GENERAL ENGINEERING & BUILDING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON OCTOBER 1, 2006 AND EXPIRES ON SEPTEMBER 30, 2007, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.





NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER

9/29/06
DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

RANDY PROBY

OBJECTIVE

A Management level assignment in the Construction Industry where experience, education and proven abilities will have valuable application

SUMMARY OF QUALIFICATIONS

Over 23 years of successful experience in the Construction Industry with projects that have included Commercial, Industrial, Institutional and Residential. My expertise in rehab & modernization type projects gives me an edge coupled with my field experience and hands on ability enable me to understand the practical side. My proficiency in code requirements with cost effective measures in mind has enabled me to and provided value engineering for a variety of projects. In addition to my safety training, I have supervised a variety of projects in the past 23 years. Familiar with AIA Documents and requirements. To include Expedition and Primavera, OSHA Certified

- Familiar with complexities and problems associated with out of state work
- Result oriented with an analytical approach to setting and achieving realistic goals
- Cost conscious, dedicated to rendering the highest possible professional service
- Ability to work under pressure, making appropriate decisions to solve or circumvent problems

WORK EXPERIENCE & COMPLETED PROJECTS

Owner

1998 – 2007 **SAFETY PRO** N. Las Vegas, NV
■ OSHA Certified Safety Management/Lost Control

1982 – 2007 Richardson Construction, Inc N Las Vegas, NV

Superintendent

- 2005 – Downtown Senior Services Center - \$4,238,000.00
- 1998 – Rancho High School Modernization – \$4,184,709.00
- 1996 – Kitchen Freezer Addition – \$2,579,944.00
- 1996 – WL V Early Childhood Development Center – \$1,297,000.00
- 1995 – Marble Manor – \$1,366,965.00
- 1995 – Mash Phase II – \$1,972,682.00
- 1994 – Herbert Gerson Park – \$2,355,000.00
- 1993 – WL V Theater Addition – \$2,094,532.00
- 1993 – EOB Respite Care/Sunflower – \$749,200.00
- 1992 – Jim Thorpe Elementary School – \$3,560,240.00
- 1992 – Beatty High School – \$1,357,500.00
- 1991 – Waterline Replacement – Gerson Park – \$370,000.00
- 1991 – Wall & Waterline Replace – Levy Gardens – \$448,765.00
- 1990 – Blue Diamond Elementary School (Rehab) – \$418,000.00
- 1988 – WL V Library – \$1,111,862.00
- 1988 – CCSN – CTS Annex – \$1,063,898.00
- 1987 – Ruby Duncan Manor – \$1,048,272.00
- 1986 – Flamingo Library Remodel & Addition – \$965,485.00
- 1985 – CCSN (Construction of 50 Units) – \$1,730,000.00
- 1983 – Post Office Dock Modification – \$44,909.00
- 1982 – Good Samaritan Lutheran Church – \$191,000.00
- 1982 – Rancho High School Remodel – \$502,537.00

EDUCATION

1979 UNLV Las Vegas, Nevada
■ Commercial Arts and Industrial Arts
1976 University of Arizona Phoenix, Arizona
■ Drafting & Technologies

ATTACHMENT 9 OWNER-CONTRACTOR AGREEMENT

THIS OWNER-CONTRACTOR AGREEMENT (the "Contract") is made and entered into this 26th day of April 20 07, by and between the Redevelopment Agency, a public body in the State of Nevada (the "Owner") and Richardson Construction, Inc (a corporation organized and existing under the laws of the State of Nevada), (the "Contractor")

WITNESSETH:

WHEREAS, the Contractor having submitted a Bid to the Owner for the construction of the project commonly known and referred to as **Fifth Street School Rehabilitation, Phase III Bid No 06.15341.24-LED (Revised)**, and

WHEREAS, the Redevelopment Agency Board, after due consideration of the submitted bids, awarded a contract to the Contractor for the construction of the Project in the amount set forth below

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following

1. PROJECT DESCRIPTION. The Project consists of the construction more fully set forth and described in the Contract Documents (defined in the General Conditions attached hereto)

2. CONSTRUCTION COVENANT The Contractor hereby covenants and agrees to undertake and complete the Work (defined in the General Conditions attached hereto) in a good, substantial and workmanlike manner. The Contractor further agrees to provide the materials, labor, tools, and equipment necessary to properly and expeditiously complete the Work in strict accordance with the requirements of the Contract and to accept payment of the Contract Amount as complete compensation therefor (including all of the expenses, direct or indirect, incurred by the Contractor in connection therewith)

3. CONTRACT AMOUNT. For performance of the Work, the Owner agrees to pay the Contractor the following amount **Nine Million, Four Hundred Ninety-Eight Thousand Dollars (\$9,498,000.00)** (the "Contract Amount") The aforementioned amount is subject to increase or decrease as provided in the Contract

4. DOCUMENT INCORPORATION. The Contract consists of this two page document and the following documents incorporated herein by this reference as a part hereof

- a Bid Proposal (including attachments thereto), Exhibit "A" attached hereto
- b General Conditions, Exhibit "B" attached hereto
- c Technical Specifications, dated, December 2006/February 2007 Exhibit "C" attached hereto
- d Drawings, as referenced on Exhibit "D" attached hereto
- e Addenda No 1, dated February 8, 2007
No 2, dated March 2, 2007
No 3, dated March 14, 2007
- f Prevailing Wage Rates, Exhibit "E" attached hereto

5. COMMENCEMENT AND COMPLETION DEADLINE. Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the Owner in the Notice to Proceed, and shall achieve Substantial Completion of the entire Work within **270 calendar days** thereafter, subject to adjustments of this Contract Time as provided in the Contract Documents

6. LIQUIDATED DAMAGES. Liquidated Damages are provided for in Section 01 73 00 of the Technical Specifications and in Section 6 of the General Conditions in the amount of **\$3000.00 per day** for each calendar day the completion of the Work is delayed beyond the completion deadline, or Owner approved extensions thereof

7. 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) sent by facsimile machine and delivered by regular mail or certified mail, addressed as follows

To the Owner Redevelopment Agency
City Hall, 2nd Floor
400 Stewart Avenue
Las Vegas, NV 89101-2986

To the Contractor Richardson Construction, Inc
2207 W Gowan Road, 2nd Floor
North Las Vegas Nevada , 89032

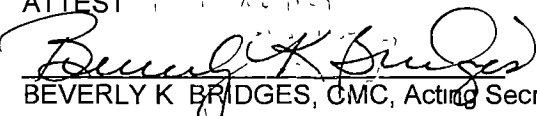
Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be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

IN WITNESS WHEREOF, the Owner and the Contractor have made and executed this Agreement on the day and year first above written

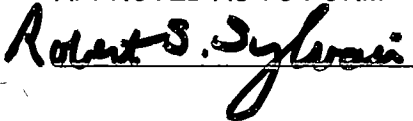
CITY OF LAS VEGAS REDEVELOPMENT AGENCY

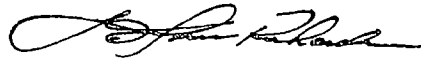
By 
OSCAR B GOODMAN, Chairman

ATTEST


BEVERLY K BRIDGES, CMC, Acting Secretary

APPROVED AS TO FORM

 5-4-07
Date

CONTRACTOR 

By _____

EXHIBIT "B" to the Owner Contractor Agreement
GENERAL CONDITIONS

SECTION 1. DEFINITIONS

SECTION 2. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 2 01 Responsibility for the Security of the Work and Project Site
- 2 02 Responsibility for Protecting Adjacent Areas
- 2 03 Responsibility for Construction Safety
- 2 04 Responsibility for Clean-Up of the Work Site
- 2 05 Responsibility for Construction Procedures
- 2 06 Responsibility for Employment of Competent Superintendent
- 2 07 Responsibility for Uncovering and Correcting the Work
- 2 08 Responsibility for Permits and Fees
- 2 09 Responsibility for Record Documents
- 2 10 Responsibility for Substitution of Materials, Products or Services
- 2 11 Responsibility for Delivery and Storage of Materials and Equipment
- 2 12 Responsibility for Emergencies
- 2 13 Responsibility for Payment of Subcontractors and other Parties
- 2 14 Responsibility for Schedule of Values

SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

- 3 01 Designated Representative
- 3 02 Right to Perform or Award Separate Contracts for Portions of the Work
- 3 03 Right to Perform Additional Work Within or Near the Project Site
- 3 04 Progress Meetings
- 3 05 Right of Suspension
- 3 06 Right of Termination for Convenience
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SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

- 4 01 Notice to Proceed
- 4 02 Guaranteed Project Schedule
- 4 03 Progress of the Work
- 4 04 Contract Time
- 4 05 Progress Payments and Retainage

SECTION 5. COMPLETION OF THE PROJECT

- 5 01 Substantial Completion
- 5 02 Punch List
- 5 03 Final Inspection and Final Acceptance of the Work
- 5 04 Final Payment
- 5 05 Non-Conforming Work Not Accepted

SECTION 6. LIQUIDATED AND DELAY DAMAGES

- 6 01 Owner's Recovery of Liquidated Damages
- 6 02 Delay Damages

SECTION 7. BONDING REQUIREMENTS

- 7 01 Required Bonds
- 7 02 Acceptable Surety
- 7 03 Subcontractor Bonds
- 7 04 Failure to Maintain Bonds

SECTION 8. INSURANCE REQUIREMENTS

- 8 01 In General
- 8 02 Acceptable Insurance Company
- 8 03 Premiums, Deductibles and Self-Insured Retentions
- 8 04 Certificate of Insurance
- 8 05 Renewal Policies
- 8 06 Cancellation and Modification of Insurance Coverages
- 8 07 No Recourse
- 8 08 Endorsements and Waivers
- 8 09 Failure to Provide or Maintain Insurance Coverages

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- 9 01 General Indemnity
- 9 02 Patent Indemnity

SECTION 10. BREACH OF CONTRACT AND REMEDIES

- 10 01 Definition of Breach
- 10 02 Event of Default
- 10 03 Damages
- 10 04 Termination for Cause
- 10 05 Owner's Right to Carry out the Work
- 10 06 Deduction from Progress Payments
- 10 07 Rights and Remedies are Cumulative

SECTION 11. REPRESENTATIONS AND WARRANTIES

- 11 01 General Warranty
- 11 02 Warranty of Merchantability and Fitness for Particular Purpose
- 11 03 Warranty Work Conforms with Requirements of the Contract
- 11 04 Warranty Exclusions Prohibited

SECTION 12. DISPUTES BETWEEN PARTIES

- 12 01 Preliminary Resolution
- 12 02 Arbitration

SECTION 13. COMPLIANCE WITH THE LAWS

- 13 01 General
- 13 02 Compliance with Labor Laws
- 13 03 Compliance with Americans with Disabilities Act
- 13 04 Compliance with Immigration Reform Control Act of 1986
- 13 05 Air Pollution Control
- 13 06 Fire Prevention
- 13 07 Provisions Required by Law

SECTION 14. CONTRACT INTERPRETATION

- 14 01 General
- 14 02 Intent and Correlation
- 14 03 Governing Order of Contract Documents
- 14 04 Conflicting Conditions
- 14 05 Graphic Enhancement

SECTION 15. MISCELLANEOUS PROVISIONS

- 15 01 Regulatory Authorities
- 15 02 Subcontracts
- 15 03 Right to Review and Audit
- 15 04 Independent Contractor
- 15 05 Severability
- 15 06 Assignment of Contractual Rights
- 15 07 Ownership and Use of Documents
- 15 08 Prohibited Interest
- 15 09 Waiver
- 15 10 No Personal Liability
- 15 11 Contract Modification

SECTION 1. DEFINITIONS

The following definitions shall apply to the Contract

"Addendum" means a written or graphic instrument issued by the Owner via the City of Las Vegas Purchasing and Contracts Office prior to the submission of bids which modifies or interprets the Bidding Documents by means of an addition, deletion, clarification, correction or other type of modification

"Adverse Weather" means the climatic conditions that affect the critical path of the Work and prohibit it from being safely or effectively performed as scheduled using normal and customary protective measures

"Construction Change Directive" means a written order from the Owner directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The Contractor is to proceed immediately with the implementation of the Construction Change Directive

"Change Order" means a written order to the Contractor signed by the Owner and Contractor issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the Contractor's agreement to the terms set forth therein including adjustment, if any, in the Contract Amount or Contract Time

"Consultant" means the consulting firm contracted by the Owner to assume some or all of the responsibilities of the Owner for administration of the Contract

"Contract" means the entire agreement between the parties as set forth in the Contract Documents and does not come into existence until execution of the Owner-Contractor Agreement

"Contract Amount" means the compensation to be paid the Contractor to perform the Work and is included in the "Amount of Contract" section of the Owner-Contractor Agreement by the Owner

"Contract Documents" means the Owner-Contractor Agreement, General Conditions, Technical Specifications, Drawings and, if applicable, the Addenda or Modifications made to the aforementioned documents

"Contract Time" means the number of days set forth in Section 5 of the Owner-Contractor Agreement (Contract Time) for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed

"Contractor" means the person or entity responsible for construction of the Work and is referred to throughout the Contract as if singular in number and neuter in gender

"Critical Path" means the path through the project schedule indicating the minimum time in which it is possible to complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work "

"Critical Path Method" means the method of developing a network analysis system as outlined in "CPM in Construction Management" by James J. O'Brien and Freddie L. Plotnick (McGraw-Hill, Inc., 5th Edition)

"Date of Substantial Completion" means the date established and certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work, or designated portion thereof, for the use for which it is intended

"Day" means a calendar day unless otherwise specifically designated

"Designated Representative" means the person authorized pursuant to Section 3.01 (Designated Representative) of the Contract to act or make decisions on behalf of the Owner

"Drawings" mean the diagrammatic representations of the requirements for construction of the Work that are incorporated as a part of the Contract

"Guaranteed Project Schedule" means the initial schedule of the Work submitted by the Contractor and accepted by the Owner at the outset of the Project which is used as the baseline for comparing the progress of the Project. Such schedule is further described in Section 01 33 00 of the Technical Specifications

"Material Notice to Proceed" means the document issued by the Owner establishing the date the Contractor is allowed to begin ordering materials for incorporation into the Work but does not allow construction activity at the site prior to issuance of the Notice to Proceed unless otherwise agreed in writing by the Owner

"Modification" means (i) any Addendum pertaining to the Bid Documents, (ii) a Change Order, (iii) a written interpretation, (iv) a written order issued by the Owner for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties

"Notice of Award" is the letter issued by the Owner notifying the Contractor of the award of the Project by the Redevelopment Agency Board, authorizing the Contractor to proceed with the procurement of the bonds and insurance, and including the Owner-Contractor Agreement for execution and return to the Owner

"Notice to Proceed" means the document issued by the Owner that (i) establishes the date the Contractor is allowed to begin construction activity at the site, and (ii) commences the running of the Contract Time

"Owner" means the Redevelopment Agency and is referred throughout the Contract as if singular in number and neuter in gender. The term includes the Owner's Designated Representative identified in Section 3 01 (Designated Representative) of the Contract

"Product Data" means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work

"Progress Record Documents" means the set of documents maintained by the Contractor indicating the actual as-built revisions to the Work and Contract Documents, which are further described in Section 01 73 00 of the Technical Specifications

"Progress Schedule" means a version of the schedule for the Work provided by the Contractor subsequent to the Guaranteed Project Schedule, pursuant to the requirements of the Contract related to issues such as time extensions, claims, payments, tardiness and recovery

"Project" means the total construction of which the Work performed provided under the Contract may be the whole or a part thereof and which may include construction by the Owner or by other contractor hired by the Owner

"Promptly" means without delay and on time

"Reasonable Time" means ten (10) business days, except where otherwise specified, or unless Redevelopment Agency Board action is required

"Samples" mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the Contractor and that establish standards for the judgment of the Work

"Shop Drawings" mean the drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work

"Subcontractor" means any individual or entity who is sublet any part of the Work by the Contractor. There is no contractual relationship between the Owner and the Subcontractor who performs work or services for the Contractor

"Submittal" means the item required by the Contract Documents to be provided to the Owner for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal

"Substantial Completion" means the point in time when, in the opinion of the Owner, construction is sufficiently complete, in accordance with the Contract Documents, that the Owner can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any portion thereof. A Certificate of Substantial Completion shall be issued by the Owner establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

"Technical Specifications" means the written descriptions of the requirements for the Work incorporated as a part of the Contract.

"Work" means the construction and services required by the Contract, whether completed or partially completed, and includes the labor, materials, equipment and services provided or to be provided by the Contractor to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project.

SECTION 2. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

Section 2.01 Responsibility for the Security of the Work and Project Site

The Contractor is responsible at all times for the Work and for the Project site regardless of whether or not the Owner required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Contractor and the Owner. The Contractor shall conduct its operations under the Contract in a manner as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Contractor, Owner or any other person. The Contractor shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Contractor shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exist and shall be solely responsible for correcting such conditions.

The Contractor shall cooperate with the Owner on all security matters and shall promptly comply with any security requirements established by the Owner. Such compliance with these security requirements shall not relieve the Contractor of its responsibility for maintaining proper security for the above-noted items, 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 Work site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the Owner in a timely manner.

Section 2.02 Responsibility for Protecting Adjacent Areas

Unless otherwise specifically provided in the Contract, the Contractor shall not perform the Work in a manner that will disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the Owner. Thereafter, and before it begins the Work, the Contractor shall give due notice to the Owner of its intention to start the Work. The Contractor shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

The Contractor shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the Owner has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

Section 2.03 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 comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The Contractor shall designate a responsible member of his organization whose duty shall be the prevention of accidents.

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 Owner. The Contractor shall not resume the Work in the affected area without written direction by the Owner.

Section 2.04 Responsibility for Clean-Up of the Work Site

The Contractor shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the Contractor shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the Contractor shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the Owner in accordance with all applicable federal, state, and local laws, ordinances and codes. The Contractor shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the foregoing, the Owner may satisfy the requirements of this Section at the Contractor's expense.

Section 2.05 Responsibility for Construction Procedures

The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract either by the activities or duties of the Owner in the administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

Section 2.06 Responsibility for Employment of Competent Superintendent

The Contractor shall employ a competent Superintendent dedicated full time to supervise and direct the Work. The Superintendent shall be present at the progress meetings and during the entire progress of the Work. Communications from the Owner may be verbal or written. Verbal communications will be confirmed in writing. The Superintendent shall effectively communicate with the Owner and shall have a thorough understanding of the Work and the Contract. The Contractor shall designate a Superintendent who is acceptable to the Owner. Any substitution of the Superintendent is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the Owner. The Owner shall submit any requests for substitution of the Superintendent, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied.

Section 2.07 Responsibility for Uncovering and Correcting the Work

If any portion of the Work has been covered contrary to the request of the Owner or contrary to the requirements stated in the Contract, the Contractor shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time.

If any portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Contractor shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the Owner.

Section 2.08 Responsibility for Permits and Fees

Unless otherwise provided in the Contract Documents to be the responsibility of the Owner, the Contractor shall secure all the necessary permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work.

Section 2.09 Responsibility for Record Documents

The Contractor shall keep a marked-up, up-to-date set of the Progress Record Documents subject to the provisions of Section 01 73 00 of the Technical Specifications. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

Section 2.10 Responsibility for Substitutions of Materials, Products or Services

a. Criteria. The Contractor may propose the substitution of any material, product or service in lieu of that required specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

Prior to proposing the substitution, the Contractor shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (ii) the substitution will result in a cost savings, reduced construction time or similar demonstrable benefit to the Owner. A substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

b. Procedure. The Contractor shall, within 10 days after award of the Contract submit to the Owner a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the Owner to make a fair and equitable decision concerning the proposed substitution. If the Contractor fails to submit the written request within the specified time, the substitution will not be allowed. If the substitution is acceptable to the Owner, a written authorization will be provided to the Contractor. No substitution will be allowed which will result in an increase in the Contract Amount.

c. Burden of Proof. The burden of proof in establishing the equality of the proposed substitution shall be upon the Contractor. Approval of a substitution shall not relieve the Contractor from responsibility for compliance with the other requirements of the Contract. The Contractor shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the Owner to accept or construe the proposed substitution to be an equal to that specified under the Contract. The Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The Owner will have a reasonable amount of time to review each request for substitution.

d. Required Certificates. The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

Section 2.11 Responsibility for the Delivery and Storage of Materials and Equipment

The Contractor shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the Owner's approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the Contractor.

Section 2.12 Responsibility for Emergencies

When emergencies affecting or threatening the safety of any person or property occur, the Contractor shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the Contractor should fail to act, the Owner may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the Owner deems appropriate, including, but not limited to, the use of other contractors, the Owner's own forces, and the Contractor's on-site equipment and materials, in which case, the Contractor shall pay the Owner for any such expenses incurred as provided in Section 10.05 (Owner's Right to Carry out the Work).

Section 2.13 Responsibility for Payment of Subcontractors and Other Parties

The Contractor is responsible for paying each Subcontractor constructing any portion of the Work, and other parties providing labor, material or supplies in connection with the Work in a timely manner.

Section 2.14 Responsibility for Schedule of Values

The Contractor, if so requested by the Owner, shall have provided to the Owner a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed and supported by such data and information, acceptable to the Owner.

Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. The Contractor shall warrant the Schedule of Values to be reliable and accurate, and documents used in the

preparation thereof shall be available for review by the Owner. All costs attributable to profit, overhead, and all other incidental items shall be proportionately distributed across all line items in the Schedule of Values.

SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

Section 3.01 Designated Representative

The Owner shall appoint a Designated Representative with respect to the Contract. The Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Owner and to make other decisions on the part of the Owner. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Owner.

Section 3.02 Right to Perform or Award Separate Contracts for Portions of the Work

a. Coordination. The Owner reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The Owner will provide for the coordination of the activities by its own forces and that of each separate contractor with the Work of the Contractor. The Contractor shall participate with the Owner and the other separate contractors in reviewing their construction schedules when so directed by the Owner.

b. Revisions to the Guaranteed Project Schedule. The Contractor shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement. The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the Contractor. If the activities by the Owner or the other contractors are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the Contractor shall be precluded from asserting any claim for delay or additional expenses resulting from the Owner exercising its rights granted herein.

c. Storage of Equipment and Materials. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract.

d. Reporting of Separate Contractor Deficiencies. If part of the Work depends on the proper execution of construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with the Work and each portion thereof, promptly report to the Owner the apparent discrepancies or defects such other construction or operations that would render the Work unsuitable for proper execution by the Contractor. The Contractor's failure to report such discrepancy or defect shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction or operations is fit and proper for the Contractor to proceed with the Work, except as to defects not then reasonably discoverable.

e. Delays and Damages to Separate Contractors. The Contractor shall defend, indemnify and hold the Owner harmless pursuant to the provisions of Section 9.01 (General Indemnity) of the General Conditions for each claim asserted by a separate contractor for delay, improperly timed activity, defective construction or damage to the work of the separate contractor which is caused by the Contractor. The Contractor agrees to make no claim of cost or damages against the Owner for any delay, improperly timed activity, defective construction or damage to the Work of the Contractor which is caused (i) by the Contractor, or (ii) by a separate contractor unless such contractor is under contract to the Owner, or to a general contractor of the Owner.

The Owner shall pay each claim of cost incurred by the Contractor arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate contractor acting under the direction or control of the Owner, or under the direction and control of a general contractor of the Owner, provided such claim meet the requirements contained in Section 01.29.00 (Price and Payment Procedures) of the Technical Specifications.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section 12 (Disputes between the Parties) of the Contract.

f. Repair of Damages. The Contractor shall promptly repair any damage caused by the Contractor to the work of a separate contractor or to any property of the Owner or other property owner if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

Section 3.03 Right to Perform Additional Work Within or Near the Project Site

The Owner reserves the right at any time to contract with other contractors whose work may occur within or near the site of the Project. In such event, the Contractor agrees not to interfere with or hinder the progress of work by the other contractors, and the Owner agrees to require such contractors to coordinate their work with that of the Contractor. The Contractor agrees to cooperate and coordinate with such contractors as directed by the Owner.

The Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors within the limits of the same Project. The Contractor shall join the Work with that of the other contractors in an acceptable manner and shall perform it in proper sequence to that of the other contractors.

Section 3.04 Progress Meetings

The Owner shall chair the progress meetings between the parties to the Contract that shall include a representative from each major subcontractor if so requested by the Owner. The Owner shall take notes of the progress meeting and shall distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

Section 3.05 Right of Suspension

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the Owner. An adjustment shall be made for the increase in the cost of performing the Contract (excluding therefrom any profit to the Contractor), on the increased cost of performance caused by the suspension, delay, or interruption.

No adjustment shall be made to the extent that

- I The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible, or
- II An equitable adjustment is made or denied under another provision of the Contract Documents, or
- III The Contractor could have mitigated the increase in cost to perform the Contract.

Section 3.06 Right of Termination for Convenience

Prior to, or during the performance of the Work, the Owner reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the Owner will immediately notify the design professional and the Contractor in writing specifying the effective termination date of the Contract.

After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

- I Stop all construction,
- II Place no further orders for materials or services,
- III Terminate all subcontracts,
- IV Cancel all material and equipment orders as applicable, and
- V Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the Contractor.

Within 180 days of the date of the Notice of Termination, the Contractor shall submit a final termination settlement proposal to the Owner based upon costs up to the date of termination, including reasonable profit as allowed by Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents.

the Contractor fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor

Section 3.07 Owner's Right to Replace Subcontractor

The Owner shall have the right to require that the Contractor replace any Subcontractor at any time and for any reason by requesting such change in writing in accordance with the provisions of NRS 338 141

SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

Section 4.01 Notice to Proceed

After receipt of all required post-bid submittals, the Owner will issue the Notice to Proceed. The Contractor shall not commence construction activities at the Work site prior to the date specified in the Notice to Proceed

If deemed appropriate, the Owner may issue a Materials Notice to Proceed to the Contractor authorizing the ordering of supplies, materials, equipment or other items related to the Work prior to issuance of the Notice to Proceed

Section 4.02 Guaranteed Project Schedule

Within the time provided in Section 01 33 00 of the Technical Specifications, the Contractor shall submit the Guaranteed Project Schedule for the Work, which shall contain the appropriate milestones by which the Owner can judge and determine the progress thereof

Section 4.03 Progress of the Work

The Contractor shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule

If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the Owner from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by Owner approved Change Orders), in addition to the other requirements of the Contract and remedies available to the Owner, the Contractor agrees to take the following actions at no additional cost to the Owner to correct such tardiness

- I Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work,
- II Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the Owner, the backlog of Work, and,
- III Reschedule activities to achieve maximum practical concurrence of accomplishment of activities

The failure of the Contractor to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the Owner that the Contractor is failing to diligently prosecute the Work, in which case the Owner may, after the notice of the breach has been provided to the Contractor pursuant to Section 10 01 (Definition of Breach) of the Contract, without prejudice to other remedies the Owner may have and regardless of whether the Contractor has taken or is taking corrective action, immediately correct the Contractor's failure at the Contractor's expense by exercising the right to perform and carry out the work as provided in Section 10 05 (Owner's Right to Carry Out the Work) including the use of the Owner's work forces, to award separate contracts, to supplement the Contractor's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages, and any other means the Owner deems appropriate

Section 4.04 Contract Time

Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the Owner in the Notice to Proceed, and shall achieve Substantial Completion of the Work within the Contract Time

Section 4.05 Progress Payments and Retainage

a. Progress Bills and Payments The Contractor may submit a monthly progress bill requesting payment for Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline established by the Owner and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the Owner. As permitted pursuant to Section 10.06 (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the Owner may withhold from the progress payment an amount that is sufficient to protect the Owner for the Contractor's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

The Contractor must submit certified payroll records each month as required by NRS Chapter 338. If the certified payroll records for the previous month have not been received, the Owner may withhold funds from the progress payment in accordance with NRS Chapter 338.

b. Retainage. From the progress payment to be made to the Contractor, the Owner shall deduct and retain an amount equal to ten percent (10%) of the amount approved for payment.

c. Payment for Stored Material. The Owner may at its discretion pay the Contractor the cost of the material that is to be used in the performance of the Work provided the material complies with the requirements of the Contract and the following conditions are satisfied:

- I The Contractor stores the material in a manner acceptable to the Owner at the Work site or other site that is acceptable to the Owner.
- II The Contractor furnishes evidence of the quantity and quality of the stored material that is acceptable to the Owner.
- III The Contractor furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the Owner.
- IV The Contractor furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the Owner.

The transfer of title to, or the payment for, the stored material by the Owner shall in no way relieve the Contractor of responsibility for placing the material in accordance with the requirements of the Contract.

If payment is being sought for material not specifically purchased for the Work, but taken from the Contractor's stock, in lieu of an invoice, the Contractor shall submit to the Owner a statement and accompanying affidavit certifying that the material was taken from the Contractor's stock and that the claimed material and transportation costs represent the actual costs to the Contractor.

The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Contractor.

SECTION 5. COMPLETION OF PROJECT

Section 5.01 Substantial Completion

When the Contractor considers the Work or portion thereof has reached Substantial Completion, the Contractor shall so inform the Owner. The Owner shall schedule a walk-through to establish a punch list of items to be completed or corrected by the Contractor.

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the Owner will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the Owner and Contractor for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Contractor to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

In the event the Contractor is unwilling to provide written acceptance of the Certificate of Substantial Completion, the Owner shall issue the Certificate without the Contractor's signature, and (i) the Contractor shall immediately comply with the provisions of the Certificate, and any dispute involving the Contractor's unwillingness to provide written acceptance shall be resolved in accordance with Section 12 (Disputes Between the Parties). In such event, the Owner may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

Section 5.02 Punch List

The Contractor shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the Contractor fails to satisfactorily complete or correct the punch list items, such failure shall constitute a breach of this Agreement and the Owner shall have the option to invoke any of the remedies provided for under Section 10.

The time stated for completion of punch list items shall include final clean up of the Work site.

Section 5.03 Final Inspection and Final Acceptance of the Work

When the Contractor considers the Work is complete, the Contractor shall so notify the Owner in writing. If, after inspection and testing, the Owner determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the Owner shall inform the Contractor that application for final payment may be made. The Contract shall not be considered to be fully performed until the Contractor provides the Owner with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

Section 5.04 Final Payment

Provided the Contract has been fully performed pursuant to Section 5.03 (Final Inspection and Final Acceptance of the Work) of the Contract, the Contractor shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the Owner by the Contractor of all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the Owner and others relating to or arising out of the Work.

No payment, final or otherwise, shall operate to release the Contractor from any obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

Section 5.05 Non-Conforming Work Not Accepted

Neither final acceptance, the making of final payment, or the entire or partial occupancy of the completed Work by the Owner shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

SECTION 6. LIQUIDATED AND DELAY DAMAGES

Section 6.01 Owner's Recovery of Liquidated Damages

The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section 5 (Contract Time) of the Owner-Contractor Agreement of the Contract, the Contractor further acknowledges that the Owner will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the loss of the use of the Work by the Owner and the public, the inconvenience suffered by the public, and the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the Owner if the Contractor fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 6 of the Owner-Contractor Agreement is a reasonable estimate of the damages to be suffered by the Owner.

The Contractor agrees to pay the Owner Liquidated Damages for each day that the Work exceeds the completion deadline until the Contractor reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any

increased costs incurred by the Owner in completing the Work. Liquidated Damages shall be in addition to any other remedies that may be available to the Owner. By executing the Owner-Contractor Agreement, the Contractor agrees that the amount of liquidated damages set forth therein is fair and reasonable.

If the Owner 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 Owner of any of its rights or remedies under the Contract.

The Owner's right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section 12.02 (Arbitration) 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 arbitration procedures set forth in that Section.

Section 6.02 Delay Damages

The Contractor shall not make any claim against the Owner for an increase in the Contract Amount, or for any damages, losses or additional expenses which the Contractor may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

- i Delays caused by the Owner's malicious or grossly negligent conduct, or the Owner's willful and knowing delay to the Substantial Completion of the Work,
- ii Delays whose assumption of the risk by the Contractor was not within the contemplation of the parties at the time the parties entered into the Contract, or
- iii Delays of such unreasonable duration that they constitute an intentional abandonment of the Contract by the Owner.

If any of the exceptions set forth in (i) through (iii) above are determined by the Owner to be applicable, the Owner may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work provided such claim meets the requirements set forth in Section 01 29 00 (Claims and Disputes) of the Technical Specifications. The Owner shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Contractor.

Without limiting the following possible circumstances as being within the contemplation of the parties at the time that the parties entered into the Contract, if any of the following circumstances shall occur:

- i Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, groundwater and all other subsurface conditions,
- ii Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,
- iii Unmarked utilities or utility interferences,
- iv Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,
- v Acts or omissions of the Owner and other governmental authorities acting in their role as code and regulation enforcement regulators,
- vi Acts or omissions of contractors, subcontractors, suppliers and material manufacturers involved in the Work.

- vii Acts, omissions and coordination of other contractors regardless of the event location or contractual relationship between the parties, unless such contractors are under the direction or control of the Owner, or under the direction or control of a general contractor of the Owner, or
- viii Discovery of hazardous substances or substances suspected of being hazardous,

then the Contractor may be entitled to an increase in the Contract Amount and/or a time extension for completion of the Work provided the delay to the Work meets the requirements of Section 01 29 00 (Claims and Disputes) of the Technical Specifications of the Contract

This Section shall apply to any claim described as a "disruption," "acceleration," "suspension," "schedule change," "impact to the progress of the Work" or some other term avoiding use of the term "delay"

SECTION 7. BONDING REQUIREMENTS

Section 7.01 Required Bonds

The Contractor shall purchase and maintain throughout the term of this Agreement, the following bonds

- I Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount
- II Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material suppliers of the Contractor in the amount of 100% of the Contract Amount
- III Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications

The bonds required herein shall be separate and apart from the bonds to be provided by each Subcontractor under Section 7.03 of the Contract

Section 7.02 Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects

The Surety must be licensed to do business in the State of Nevada Bonds issued by individuals as surety are not acceptable to the Owner Any bond prepared by a licensed non-resident agent must be countersigned by a resident agent as required by the provisions of NRS 680A 500 The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond

Section 7.03 Subcontractor Bonds

The Contractor shall require each Subcontractor who will perform any portion of the Work in excess of \$50,000 00, or one percent (1%) of the Contract Amount, whichever is greater, to furnish the following bonds

- I Labor and Material Payment Bond in an amount equal to 100% of the amount of the subcontract insuring payment of the Subcontractor's employees and material suppliers used in connection with the subcontract, and
- II Performance Bond in an amount equal to 100% of the amount of the subcontract insuring performance of the obligations of the Subcontractor under the subcontract
- III Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work performed by the Subcontractor in the amount of 100% of the subcontract The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications

Such bonds shall comply with the requirements of Sections 7 01 (Required Bonds) and 7 02 (Acceptable Surety) of the Contract. The Subcontractor shall provide the bonds prior to performing any portion of the Work. The bonds required herein shall be separate and apart from the bonds provided by the Contractor under Section 7 01 of the Contract.

Section 7.04 Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under Section 7 02 (Acceptable Surety) of the Contract, the Owner may require the Contractor to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the Owner, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the Owner to any of the remedies set forth in Section 10 (Breach of Contract and Remedies) of the Contract.

SECTION 8. INSURANCE REQUIREMENTS

Section 8.01 In General

The Contractor shall purchase and continuously maintain 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. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

a. 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 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 Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the Owner.

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 the Project, 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	\$2,000,000 per occurrence \$5,000,000 aggregate
Policy Period	Annual Policy Effective for 2 years following final completion of the project
Name Insured	Contractor
Additional Insured Parties	Redevelopment Agency (its officers, employees and agents)

b. 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	\$2,000,000 per occurrence \$5,000,000 aggregate
Policy Period	Annual Policy Effective for the duration of this Agreement
Name Insured	Contractor
Additional Insured Parties	Redevelopment Agency (its officers, employees and agents)

agents)

c. Workers' Compensation. The Contractor shall provide 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

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 Agreement
Name Insured	Contractor
Additional Insured Parties	Redevelopment Agency (its officers, employees and agents)

d. Employer's Liability Insurance. The Contractor shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee The policy required herein shall be primary and non-contributory in its coverage

Scope of Coverage	Non-Project Specific
Type of Coverage	Occurrence Basis
Amount of Coverage	\$1,000,000 bodily injury by accident \$1,000,000 bodily injury by disease \$1,000,000 policy limited
Policy Period	Annual Policy Effective for the duration of this Agreement
Named Insured	Contractor
Additional Insured Parties	Redevelopment Agency (its officers, employees and agents)

e. Builder's Risk Insurance. The Contractor shall provide Builder's Risk Insurance insuring against all risks of loss (including fire, testing, vandalism, malicious mischief, collapse and water damage) for 100% of the replacement value of the completed portion of the Work including delay damages or damage to materials stored on or outside the Project, or in transit thereto There shall be no co-insurance penalty in the policy of insurance required herein

Scope of Coverage	Project Specific
Type of Coverage	Occurrence Basis
Amount of Coverage	Contract Amount
Policy Period	Effective until final completion of the Project
Name Insured	Contractor
Additional Insured Parties	Redevelopment Agency (its officers, employees and agents)

☒ **f. Asbestos Liability Insurance.** The Contractor shall provide and maintain Asbestos Liability Insurance insuring against claims for bodily injury (including wrongful death) and property resulting from the presence or removal of asbestos on the Project Site

Scope of Coverage	Project Specific
Type of Coverage	Occurrence Basis
Amount of Coverage	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period	Effective until final completion of the Project
Named Insured	Contractor
Additional Insured Parties	Redevelopment Agency (its officers, employees and agents)

A separate certificate of insurance evidencing the coverage required herein shall be provided to the Owner

☐ **g. Installation Floater Insurance.** The Contractor shall provide and maintain Installation Floater Insurance insur against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site which is to be used in the Work

Scope of Coverage	Project Specific
Type of Coverage	Occurrence basis
Amount of Coverage	TBD
Policy Period	Annual Policy
Named Insured	Contractor
Additional Insured Parties	Redevelopment Agency (its officers, employees and agents)

Section 8.02 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 Owner. 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.

Section 8.03 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 8. 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 all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved by Owner.

Section 8.04 Certificates of Insurance

The Contractor will deliver to the Owner a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section 8. 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.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section 8 shall be provided to the Owner if so requested.

Section 8.05 Renewal Policies

The Contractor shall promptly deliver to the Owner a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the Owner not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

Section 8.06 Cancellation and Modification of Insurance Coverage

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 Owner and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Section 8.07 No Recourse

There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section 8

Section 8.08 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 Project or any change in ownership of all or any portion of the Project 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

Section 8.09 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 the Contract In addition to the remedies that the Owner may have pursuant to Section 10 (Breach of Contract and Remedies) of the General Conditions, the Owner 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 Owner 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 9. INDEMNITY

Section 9.01 General Indemnity

The Contractor shall protect, indemnify and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments (including attorney fees, court costs) or other expenses 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 the manufacturing or supplying (including transportation) of any materials, supplies or other products used in the Work, or (ii) in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Claims were caused in part by the Indemnitees The Owner may retain for its protection any money due and owing the Contractor under this Contract In the event no money is due and owing, the surety, if required, of the Contractor, may be held until all of the Claims have been settled and suitable evidence to that effect furnished to the Owner

It is expressly agreed that the Contractor shall defend the Indemnitees against the Claims and in the event that the Contractor fails to do so, the Owner 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 9.02 Patent Indemnity

The Contractor shall protect, defend and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from and against all claims, losses, costs, damages, and expenses, including attorney fees, court costs or other expenses (collectively the "Claims"), incurred by the Indemnitees, or any of them, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and

arising out of the use of the equipment or materials furnished under the Contract by the Contractor, or out of the processes or actions employed by, or on behalf of, the Contractor in connection with the performance of the Contract. The Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Indemnitees, provided that the Indemnitees shall have notified the Contractor upon becoming aware of such claims, actions, and provided further that the Contractor's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by the Indemnitees.

In order to avoid such claims or actions, the Contractor shall have the right, at its expense, to substitute non-infringing equipment, materials or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or to obtain the necessary licenses authorizing the use of the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet the requirements of this Contract.

SECTION 10. BREACH OF CONTRACT AND REMEDIES

Section 10.01 Definition of Breach

If, during the existence of the Contract, the Contractor

- a Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section 2.13 (Responsibility for Payment of Subcontractors and Other Parties) of the Contract,
- b Fails to begin the Work within the time specified in the Notice to Proceed as required by Section 4.01 (Notice to Proceed) of the Contract,
- c Fails to diligently prosecute the Work as required by Section 4.02 (Guaranteed Project Schedule) or Section 4.03 (Progress of the Work) of the Contract,
- d Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section 4.03 (Progress of Work) of the Contract,
- e Fails to complete the Work within the Contract Time as required by Section 4.04 (Contract Time) of the Contract,
- f Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section 5.02 (Punch List) of the Contract,
- g Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections 7.01 (Required Bonds) and 8.01 (Required Insurance) of the Contract,
- h Fails to pay third party claims as required by Section 9.01 (General Indemnity) of the Contract,
- i Fails to maintain licensure by the Nevada State Contractor's Board as required by Section 11.01 (General Warranty) of the Contract,
- j Fails to promptly remedy the Work not in conformance with the Contract as required by Section 11.03 (Warranty Work Conforms with Requirements of the Contract),
- k Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section 13.01 (General) of the Contract,
- l Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the Owner or the State Labor Commissioner's Office as required by Section 13.02 (Compliance with Labor Laws) of the Contract,
- m Fails to maintain solvency, allows a judgment to stand against the Contractor for a period of five (5) days, file petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency, or

n Fails to remedy any other material breach of the provisions of the Contract,

then the occurrence of any of the above shall constitute a breach of the contract which if unremedied may constitute an Event of Default as described in Section 10.02 (Event of Default)

Section 10.02 Event of Default

The Contractor and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section 10.01 (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a cure but by its nature cannot be cured within the seven day period, the Contractor or Surety may be allowed such additional time as may be reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

If any breach is not subject to cure, or is not cured as provided herein, the Owner may declare that an "Event of Default" has occurred and the Owner may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section 10 (Breach of Contract and Remedies) of the Contract.

Section 10.03 Damages

Except for those breaches which are subject to Liquidated Damages set forth in Section 6.01 (Owner's Recovery of Liquidated Damages), if the Contractor fails to cure any Event of Default under this Agreement within the time provided in Section 10.02 (Event of Default), the Owner shall be entitled to damages resulting therefrom.

Section 10.04 Termination for Cause

Upon the occurrence of an Event of Default, the Owner may terminate the Contract which shall take effect immediately upon service of the notice on the Contractor and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the Owner may do any and all of the following:

- i Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor,
- ii Accept the assignment of the Contractor's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to Owner if Contract is terminated), and
- iii Finish the Work by whatever method deemed expedient by the Owner.

The Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the Owner. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Owner through the default of the Contractor, the excess shall be paid to the Contractor. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Contractor and the Surety under the Performance Bond shall pay the difference to the Owner.

Section 10.05 Owner's Right to Perform the Work

If the Contractor fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section 10.02 (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the Owner may, without prejudice to any other right or remedy available to the Owner, and without terminating the Contract and relieving the Contractor from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the Owner's personnel).

If the Owner discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be

deemed to have been included in the original seven-day notice and the Owner may proceed with the corrective action without having to provide any additional notice to the Contractor

If, after expiration of the seven-day notice period required pursuant to Section 10 02 (Event of Default) of the Contract, Contractor proceeds to correct the breach and the Owner has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from contractors which cannot be canceled without the Owner incurring costs to the contractor, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Contractor shall pay the Owner for such incurred expenses as provided herein

If, after issuance of the seven day notice of the breach required pursuant to Section 10 02 (Event of Default) of the Contract, the Owner decides not to take any action to correct the breach or fails in the effort to correct the breach, the Contractor remains responsible for the breach and any expenses incurred in any failed effort to correct the breach

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the Owner shall be entitled to deduct from any payments then or thereafter due the Contractor (including the direct and indirect costs of using the Owner's personnel) If payments then or thereafter due the Contractor are not sufficient to cover the incurred expenses, the Contractor shall pay the difference to the Owner

Section 10.06 Deduction From Progress Payments

For each and every breach set forth in Section 10 01 (Definition of Breach) of the Contract, the Owner may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the Owner, may be necessary to protect the Owner from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach Based upon the opinion of the Owner, the Owner may withhold from any requested progress payment such sum as may be necessary to protect the Owner from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section 6 01 (Owner's Recovery of Liquidated Damages) of the Contract which the Owner anticipates will occur as a result in the delay in the Completion of the Project

If an agreement can be reached between the Owner and the Contractor concerning the request for payment, Contractor may submit a revised application for certification The Owner shall have the right to deny in whole or in part, to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the Owner has determined that the amount paid exceeds the percentage of completion of the Work, the Work can not be completed for the unpaid balance of the Contract or any other such certification was improperly issued

If the Contractor remedies the failure for which payment has been withheld, and the Owner verifies such correction, then the withheld money shall be included with the payment of the next application

Section 10.07 Rights and Remedies are Cumulative

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party

SECTION 11. REPRESENTATIONS AND WARRANTIES

Section 11.01 General Representations and Warranties

The Contractor hereby represents and warrants that it (i) is familiar with requirements of the Contract, (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work, (iii) is satisfied that the Work can be performed and completed as required in the Contract, (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract, (v) has not been influenced by any statement or promise other than those contained in the Contract Documents, (vi) is experienced and competent to perform the Contract, (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein, (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Contractors Board of the State of Nevada in order to perform the Contract

Section 11.02 Warranty of Merchantability and Fitness for Particular Purpose

The Contractor warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose

Section 11.03 Warranty Work Conforms with Requirements of the Contract

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Contractor warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects and deficiencies in design, materials and workmanship (unless furnished by the Owner) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Contractor or by any of its Subcontractors of any tier. Upon receipt of written notice from the Owner of any non-conformance to the Contract during the applicable warranty period, the Contractor shall promptly correct the affected non-conformance at a time acceptable to the Owner.

The Contractor shall perform such tests as the Owner may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne by the Contractor. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the Owner. The Contractor warrants any corrected Work to be in conformance with the Contract for a period of 12 months from the date of acceptance thereof. If the Contractor fails to promptly make the necessary corrections and tests, the Owner may perform or cause to be performed the same at the Contractor's expense. The Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.

Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the Owner.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract other than specifically to correct the Work then known by the Owner to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the Owner).

Section 11.04 Warranty Exclusions Prohibited

The Owner will not accept any warranty clause from the Contractor, Subcontractor or manufacturer that states

- I That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract,
- II That the warranty clause is in lieu of all other warranties that are either expressed or implied

In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the Owner as well as from the Contractor to the Owner if the manufactured product is sold directly to the Contractor.

SECTION 12. DISPUTES BETWEEN THE PARTIES

Section 12.01 Preliminary Resolution

Any claim, dispute or other question that may arise between the Owner and Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. Notice shall be given within 14 days of such claim, dispute or other question arising under the Contract.

The Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract pending resolution of the claim, dispute or other matter in question between the parties. If the dispute is not satisfactorily resolved within 30 days, either party may request arbitration in accordance with Section 12.02 (Arbitration) of the Contract.

Section 12.02 Arbitration

a. Right of Arbitration. Any claim, dispute, or other matter in question between the parties concerning provisions of this Contract that cannot otherwise be resolved between the parties and, in the case of the Contractor, which has not been waived by the acceptance of final payment, shall be submitted to and be determined by arbitration in the manner set forth in this Section. As a prerequisite to the exercise of this right, the party seeking arbitration shall have notified the other party pursuant to Subsections e and f of this Section.

b. Designation of Arbitrators. Within the notice provided pursuant to subsection f of this Section, the party seeking arbitration shall appoint an arbitrator. Within 10 days after receipt of such notice, the party receiving the notice shall appoint, by serving written notice upon the party seeking arbitration, a second arbitrator, and, in the event of a default in the second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint him or her by written notice, signed by both of them given to the Owner and the Contractor. If 15 days have elapsed after the appointment of the second arbitrator without the appointment of a third arbitrator, then either party may, in writing, request the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the arbitrators shall meet without delay and proceed to a determination of the claim, dispute or other matter in question between the parties in accordance with the construction industry rules of the Arbitration Association.

c. Arbitration Costs and Attorneys Fees. The fees and expenses of the arbitration proceedings shall be assessed equally against both parties. Each party is responsible for their own costs, expenses, witness fees and counsel incurred in the presentation or defense of the claim, dispute or other question that may arise between the parties.

In lieu of the appointment of three, the parties may agree to the appointment of only one arbitrator for the purpose of conducting the arbitration.

d. Right of Joinder. In the event that the Owner is named as a party to any arbitration action or commences an arbitration action against a party other than the Contractor, which arises out of, results from, or is connected with, the construction of the Work, or the performance of the Contractor under this Contract, the Contractor agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Contractor is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association. None of the time provisions imposed under subsections d and e apply to the joinder rights provided herein in such a way as to preclude the Owner from joining the Contractor as a party to any arbitration proceedings which the Owner commences or is named as a party and which arises out of, or results from, the construction of the Project.

If the Contractor is named as an additional party by the Owner, the Contractor shall not be entitled to any additional compensation from the Owner as a result of preparing for, or participating in, the arbitration.

e. Notice of Claim. In order for the Contractor to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Owner within fourteen (14) days after occurrence of the event giving rise to such claim, dispute or other matter between the parties. The purpose of such notification is to place the Owner on notice so that proper measures can be taken by the Owner to properly observe and record the progress of the Work, and any impact that the claim, dispute or other matter may have thereon, and to enable the Owner to properly verify any costs incurred by the Contractor in connection therewith. The failure to give such notice shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

f. Notice of Arbitration. The filing of the written notice pursuant to Subsection e of this Section shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration

In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party, and with the Nevada Arbitration Association, within sixty (60) days after the Date of Substantial Completion and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated

g. Discovery. In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have the authority to impose sanctions against either party for failing to comply with the rules of discovery as provided under the Nevada Rules of Civil Procedure

h. Summary Procedure. In lieu of discovery rights set forth in subsection g, the Owner may elect to proceed pursuant to the summary arbitration proceeding set forth herein. Notice of such election shall be provided by the Owner to the Contractor within 30 days after the appointment of the final arbitrator pursuant to subsection b of this Section

In the event of such an election, the parties shall agree upon a date for the presentation of the Contractor's claim which date or dates shall be acceptable to the arbitrators. At such hearing, the Contractor shall present such testimony and documents in support of its claim against the Owner. Upon the conclusion of the Contractor's presentation, the matter shall be continued for not less than thirty (30) days but no more than sixty (60) days to allow the Agency to prepare its response to the claim of the Contractor. At the conclusion of the Agency's presentation, the Contractor shall proceed with any rebuttal testimony or documentary evidence in response to the Agency's defense, and the Agency shall at the same hearing proceed with any reply to the rebuttal by the Contractor

i. Work to Proceed. The Contractor shall proceed with the Work during any pending arbitration, court or other dispute proceedings, unless otherwise mutually agreed upon in writing. Arbitration conducted in accordance with this provision shall take place in Clark County, Nevada

j. Substitution of Arbitration Association. In the event that the Nevada Arbitration Association refuses, or is unable, to perform any of the obligations imposed under this Section, the Agency shall designate a substitute arbitration association to carry out the duties of the Nevada Arbitration Association

SECTION 13. COMPLIANCE WITH THE LAWS

Section 13.01 General

The Contractor shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, labor and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract

Section 13.02 Compliance with Labor Laws

a. Prevailing Wage Rate Law. The Contractor and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338

1. Prevailing Wage Rates. For public work projects whose cost is \$100,000 or more, the Contractor hereby acknowledges that pursuant to the provisions of NRS 338 040 and 338 050, any person who is employed by the Contractor or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338 010 to 338 090, inclusive. The Contractor is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner. Any Change Order causing a contract to equal or exceed \$100,000 will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor Commissioner. Any work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the Owner

In accordance with NRS Chapter 338, the Contractor shall post the current prevailing wage rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the Owner or the State Labor Commissioner.

2. Certified Payroll Reports. Pursuant to NRS Chapter 338, any public work contract awarded for \$100,000 or more, the Contractor and each Subcontractor are required to keep an accurate record showing the name, occupation and the actual per diem wages and benefits paid to each workman employed by them in connection with the Work. These records are referred to as the "certified payroll reports."

The Contractor, and each Subcontractor through the Contractor, are required to submit a copy of the certified payroll reports for each calendar month to the Owner no later than fifteen (15) calendar days after the end of the month. The Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project.

The Contractor agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

3. Penalties. In accordance with NRS 338 060, the Contractor shall forfeit the penalty provided herein to the Owner for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Contractor or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the Owner, (iii) the Contractor or Subcontractor did not report to the Owner as required pursuant to NRS 338 070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Contractor shall forfeit the penalty set forth in each violated subsection.

The Contractor hereby stipulates that the Owner may withhold not less than \$20.00, nor more than \$50.00 for each every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Contractor's business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to \$1,000 for the first violation and \$5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Contractor or Subcontractor is determined by the Owner to have violated the provisions of this Section, the Owner may deduct from any payments due the Contractor, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Contractor, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

b. Copeland Anti-Kickback Law. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that the Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

c. Fair Employment Law. The Contractor shall comply with the fair employment provisions of NRS 338 125. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but is not necessarily limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Violation of this provision by the Contractor shall constitute a material breach of the Contract.

If the Contractor or any of its Subcontractors refuse to hire or do business with an individual or company in violation of this provision, the Owner may declare the Contractor in breach of the Contract, and the Owner may terminate the Contract and designate the Contractor as not responsible for purposes of bidding future public work projects

d. Preferential Employment The Contractor shall comply with the preferential employment provisions of NRS Chapter 338 130 This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada, Second, to other citizens of the State of Nevada If these provisions of NRS 338 are not complied with by the Contractor engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void

☐ **e. Federal Wage Rates.** The Contractor shall comply that the Federal Wage Rates attached (Attachment 17 to the Instruction to Bidders and incorporated herein as a part hereof) which are applicable to the Contract The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat 1494, as amended, 40 U S C 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5) If the State Wage Rates and Federal Wage Rates are not equal, the Contractor shall pay the higher prevailing rate

☐ **f. Section 3 Regulations.** The Contractor shall comply with the requirements of Section 3 Regulations (Attachment 18 to the Instruction to Bidders incorporated herein as a part hereof) which are applicable to the Contract

Section 13.03 Compliance with Americans with Disabilities Act

The Work shall comply with the (ADA) as amended to date The Contractor shall construct the Work in compliance with the Americans with Disabilities Act and the rules and regulations promulgated thereunder and shall immediately notify the Owner of any conflicts between the Contract Documents and the Act or the rules and regulations promulgated thereunder

Section 13.04 Compliance with Immigration Reform Control Act of 1986

In accordance with the Immigration Reform and Control Act of 1986, the Contractor shall not employ unauthorized aliens in the performance of the Contract

Section 13.05 Air Pollution Control

Prior to commencing the Work, the Contractor shall obtain a permit from the Clark County District Board of Health, Air Pollution Control Division

The Contractor shall perform the Work in a manner that does not discharge smoke, dust or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules and regulations of federal, state and local government pertaining to air pollution including, but not necessarily limited to, the following

- I Nevada Revised Statute 445 Air Quality Regulation
- II Registering with the Clark County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board,
- III Adhering to all Clark County Air Pollution Board regulations

The Contractor shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules or regulations, and shall pay all compliance costs and violation fines and penalties Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner

Section 13.06 Fire Prevention

The Contractor shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels Lighting of any fires on the Project Site is strictly forbidden

The Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Contractor to be present during the burning and welding operation to ensure protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguishing equipment readily available and know-how for proper use.

Section 13.07 Provisions Required by Law

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

SECTION 14. CONTRACT INTERPRETATION

Section 14.01 General

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted before the Nevada Arbitration Association in the County of Clark, State of Nevada.

Section 14.02 Intent and Correlation

The Contract is intended to include all items necessary for the proper execution and completion of the Work. Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

Section 14.03 Governing Order of Contract Documents

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Contractor. In case of discrepancy, the lower number document will govern over the higher number document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the Owner:

- 1 Change Orders
- 2 Addenda, with those of later date having precedence over those of an earlier date
- 3 Owner-Contractor Agreement
- 4 General Conditions
- 5 Technical Specifications, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the Owner)

Section 14.04 Conflicting Conditions

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement, either or both in accordance with the Owner's interpretation.

Section 14.05 Graphic Enhancement

Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

SECTION 15. MISCELLANEOUS PROVISIONS

Section 15.01 Regulatory Authorities

The Contractor does hereby acknowledge and agrees that the Department of Public Works, by or through its Architectural Services Division, acting as the Owner's Designated Representative for purposes of the Project, does not have any

control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the Owner, or which are departments of the Owner including, but not limited to, the Building Department, Fire Department, Planning Department or other divisions within the Department of Public Works acting in a regulatory manner. The Contractor is responsible for complying with the requirements imposed by the regulatory authorities (including the departments of the City acting in a regulatory manner) and any delays resulting to the Contractor in the performance of the Contract from having to comply with such requirements are solely the responsibility of the Contractor, and not attributable in any manner to the Owner.

The Owner's Designated Representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the Agency receives a quality product, delivered on schedule, for a fair price. Furthermore, the Owner's Designated Representative does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Owner's Designated Representative. The Contractor agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the Owner's Designated Representative, and that the Contractor's interaction with each regulatory authority is to be conducted without assistance from the Owner's Designated Representative.

Section 15.02 Subcontracts

Any subcontract entered into by the Contractor and its Subcontractor or material supplier shall not create any contractual relationship between the Owner and the Subcontractor or material supplier.

The Contractor agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the Contractor in connection with the Project if so requested by the Owner for any of the reasons set forth in NRS 338 140 (1)(d).

The Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Contractor unless such substitution meets the requirements of NRS Chapter 338.

Section 15.03 Right to Review and Audit

The Contractor agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Contractor a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Contractor goes out of existence, the Contractor shall turn over to the Owner all of its records relating to the Contract to be retained by the Owner for the required period of time.

The Contractor agrees to permit the Owner or its authorized representative to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the Owner desires concerning Contractor's operation hereunder. The Contractor further understands and agrees that the inspection and audit would be exercised upon written notice.

If the Contractor or its records and books are not located within Clark County, Nevada, the Contractor agrees to deliver the records and books or have the records and books delivered to the Owner or its authorized representative at an address within the City of Las Vegas as designated by the Owner.

If the Owner or its authorized representative find that the records and books delivered by the Contractor are incomplete, the Contractor agrees to pay the Owner the costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Contractor further agrees to permit the Owner or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the Owner.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the Owner or its authorized representative finds the Owner's dollar liability to the Contractor is less than the payments made by the Owner to the Contractor, the Contractor agrees to repay the difference immediately to the Owner or, at the Owner's option, credit the difference against future payments due the Contractor.

Section 15.04 Independent Contractor

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. The Contractor shall as an independent contractor and not as an agent of the Owner in performing the Contract. The Contractor shall maintain complete control over its employees and all of its subcontractors. Nothing contained in the Contract or any subcontract awarded by the Contractor shall create any contractual relationship between any such subcontractor and the Owner. The Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

Section 15.05 Severability

The invalidity, illegality, or unenforceability of any provision of the Contract or the occurrence of any event rendering any portion or provision of the Contract void shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract, and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion of provision held to be void. The parties further agree to amend the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract to be determined void.

Section 15.06 Assignment of Contractual Rights

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto. This Contract and its rights, obligations, and title or interest in or to the same, may assigned, in whole or in part, by the Owner to another party.

Section 15.07 Ownership and Use of Documents

The Contractor will be furnished, free of charge, five (5) sets of drawings and Contract Documents. If additional sets are needed, the Owner will provide them at actual duplication cost. The Drawings, Technical Specifications, and any copies furnished by the Owner are and shall remain the Owner's property unless a consultant is used in the preparation of the Contract Documents in which case ownership shall be according to the agreement between the Owner and the consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the Owner's or Consultant's common law or other reserved rights.

Section 15.08 Prohibited Interests

No official of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Owner, who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

Section 15.09 Waiver

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

Section 15.10 No Personal Liability

No official, officer, employee or agent of the Owner shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

Section 15.11 Contract Modification

The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes prior negotiations, representations or agreements, either written or oral, made by either party. The Contract may only be amended by a Modification.

**ATTACHMENT 10
PERFORMANCE BOND**

BOND NUMBER 70040983

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the Redevelopment Agency, Nevada (herein the "Agency") to perform all work required under the Bid Documents issued in connection with Bid No. ****BELOW**** for the project commonly known and entitled, to wit: Title Fifth Street School Rehabilitation, (herein the "Contract").

Phase III ****Bid No: 06.15341.24-LED****
WHEREAS the Contractor is required by NRS 339.025 to furnish a bond securing the faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS, that we, the Contractor and Surety named below, are held and firmly bound unto Agency, in the penal sum ****SEE BELOW**** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents. ****Nine Million four hundred ninety eight thousand and 00/100** Dollars (\$9,498,000.00)**

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Contractor shall well and truly save harmless and indemnify the Agency from and against any and all claims and demands or liens and shall also complete all of the work described in the Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date the work contracted to be performed is completed and accepted by the Agency, replace and repair any and all defects arising in the work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in the Contract on the part of the Contractor to be kept, performed and complied with within the time and in the manner therein specified and shall truly and fully comply with all guarantees required in the Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the Agency, to perform and fully complete the work mentioned and described in the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the contractor fails or neglects to so perform and fully complete the work. The Surety further agrees to commence completion of the work within twenty (20) days after notice thereof from the Agency, and to fully complete the same with all due diligence and in accordance with the plans and specifications

No change or alteration of the work, extensions of time or other modifications of the Contract shall release or exonerate any Surety upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the Agency, and that the due execution and delivery hereof is a condition precedent to any liability on the part of the Agency on the Contract.

IN WITNESS WHEREOF this instrument has been executed this 20th day of April, 2007.

SIGNED this 20th day of April, 2007

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a 300.

P & W Bonds LLC
(Resident Agent)

19668
(State of Nevada, License Number)

Anne E Hill
(Appointed Agent Name)
By: [Signature]
(Signature)

Address 3285 S Tloga Way
Las Vegas, NV 89117

Telephone (702) 364-9953

CONTRACTOR: Richardson Construction Inc.

Louis S. Richardson, President

(Authorized Representative and Title)

By: [Signature]

(Signature to be notarized)

Surety: The Guarantee Company of North America US

1747
(State of Nevada, License Number)

Jennifer Castillo Attorney-in-fact

(Appointed Agent Name)

By: [Signature]
(Signature to be notarized)

Address: 1121 E Missouri Ave Suite 102
Phoenix, AZ 85014

Telephone: (602) 212-9160
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

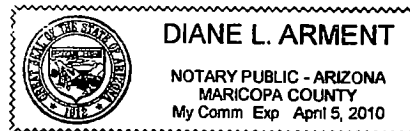
State of Arizona

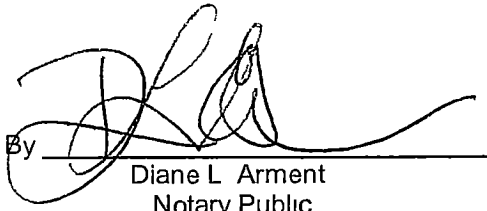
County of Maricopa

On this 20th day of April, 20 07, before me

personally appeared Jennifer Castillo / Attorney-in-Fact

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument



By 
Diane L. Arment
Notary Public

My Commission Expires.

April 5, 2010

ATTACHMENT 11
LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 70040983

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.010 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the Redevelopment Agency, Nevada (herein the "Agency") to perform all work required under the Bid documents issued in connection with Bid No. **BELOW** of the Agency for the project commonly known and entitled, to wit: Title Fifth Street School Rehabilitation (herein the "Contract").

Phase III **Bid No: 06.15341.24-LED**
WHEREAS this bond is being issued pursuant to the requirements of NRS 339.025 secure the payment of the claims of laborers, mechanics or material men for work performed or materials provided in connection with the Contract.

KNOW ALL MEN BY THESE PRESENTS that we, the Contractor and Surety named below, are held and firmly bound unto the Agency in the penal sum **SEE BELOW** (\$ 9,498,000.00) for the payment of which sum, we bind

ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by this bond **Nine Million four hundred ninety eight thousand and 00/100** Dollars
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor fails to pay for any materials, equipment or other supplies, or for rental of the same, used in connection with the performance of work contracted to be done under the Contract, or for amounts due under applicable state law for any work or labor thereon, or for amounts due under the state unemployment compensation laws with respect to such work or labor as required by the provisions of NRS Chapter 612 (provided the claimant shall have complied with the provisions of said law), the Surety will pay for the same within thirty (30) days in an amount not exceeding the sum specified above, the above obligation is null and void, otherwise to remain in full force and effect. In the event suit is brought upon this bond, the Surety agrees to pay a reasonable attorney fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable state law.

Any modifications in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of the Contract or any extensions of the time granted thereunder shall no in any way release the Contractor or the Surety from the obligation of this bond, and notice of such modifications or extensions are hereby waived by the Surety.

IN WITNESS WHEREOF this instrument is executed this 20th day of April, 20 07

SIGNED this 20th day of April, 20 07

Countersigned resident agent in Nevada
Pursuant to Nevada Revised Statute 680a 300:

P & W Bonds LLC

(Resident Agent)

19668

(State of Nevada, License Number)

Anne E Hill

(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 3285 S Tioga Way

Las Vegas, NV 89117

Telephone: (702) 364-9953

CONTRACTOR: Richardson Construction Inc.

Louis S. Richardson, President
(Authorized Representative and Title)

By: [Signature]
(Signature to be notarized)

Surety: The Guarantee Company of North America USA

1747

(State of Nevada, License Number)

Jennifer Castillo / Attorney-in-fact
(Appointed Agent Name)

By: [Signature]
(Signature to be notarized)

Address: 1121 E Missouri Ave Suite 102
Phoenix, AZ 85014

Telephone: (602) 212-9160

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

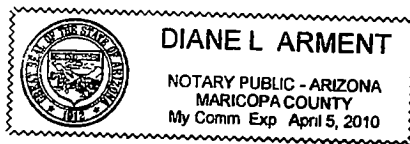
State of Arizona

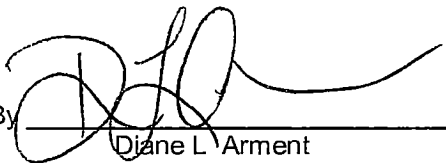
County of Maricopa

On this 20th day of April, 20 07, before me

personally appeared Jennifer Castillo / Attorney-in-Fact

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument



By 
Diane L. Arment
Notary Public

My Commission Expires

April 5, 2010

**ATTACHMENT 12
GUARANTY BOND**

BOND NUMBER 70040983

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the Redevelopment Agency, Nevada (herein the "Agency") to perform all work required under the Bid documents issued in connection with Bid No **BELOW** of the Agency for the project commonly known and entitled, to wit: Tile Fifth Street School Rehabilitation (herein the "Contract")

Phase III **Bid No: 06.15341.24-LED**
WHEREAS this Bond is being issued to guarantee that the project has been constructed in accordance with the Contract

KNOW ALL MEN BY THESE PRESENTS that we, the Surety and Contractor named below, hereby guarantee that the project commonly known and entitled, to-wit: Tile Fifth Street School Rehabilitation Phase III, has been completed and constructed in accordance with the Contract between the Agency and the Contractor, and that the work as constructed will fulfill the requirements of the guarantees included in the Contract. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged, that may prove to be defective in workmanship or materials within a period of one year from the date of acceptance of the above-named work by the Redevelopment Agency, Nevada, without expense whatsoever to the City; ordinary wear and unusual abuse or neglect are exempted

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the Agency, we collectively or separately, do hereby authorize the Agency to proceed to have the defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction of work is started, it shall be carried through to completion.

Date of Completion _____

SIGNED this 20th day of April, 20 07

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680A.300:

P & W Bonds LLC

(Resident Agent)

19668

(State of Nevada, License Number)

Anne E Hill

(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 3285 S Tioga Way

Las Vegas, NV 89117

Telephone: (702) 364-9953

Telephone: _____
(Local Agent)

Telephone: _____
(Bonding Company)

CONTRACTOR:
Richardson Construction Inc.

Louis S. Richardson, President
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety The Guarantee Company of North America USA

1747

(State of Nevada, License Number)

Jennifer Castillo /Attorney-in-fact
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 1121 E Missouri Ave Suite 102

Phoenix, AZ 85014

Telephone: (602) 212-9160

**SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY**

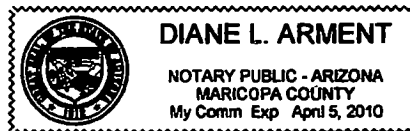
State of Arizona

County of Maricopa

On this 20th day of April, 20 07, before me

personally appeared Jennifer Castillo / Attorney-in-Fact

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument



By [Signature]
Diane L. Arment
Notary Public

My Commission Expires

April 5, 2010



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**Andrew J. Paffenbarger, Joseph A. Clarken III, Scott Wareing, Diane L. Arment, Bob Walden,
Anne E. Hill, Jennifer Castillo
Paffenbarger & Walden, LLC**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 30th day of August, 2006.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen Dullard

State of Michigan
County of Oakland

Stephen Dullard, Vice President

On this 30th day of August, 2006 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2012
Acting in Oakland County

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 20th day of April

20 07

Randall Musselman

Randall Musselman, Secretary



ATTACHMENT 13

ACORD®		CERTIFICATE OF INSURANCE				ISSUED DAY (MM/DD/YY) 	
JCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED		COMPANIES AFFORDING COVERAGE				EST'S RATING	
		COMPANY LETTER A					
		COMPANY LETTER B					
		COMPANY LETTER C					
		COMPANY LETTER D					
		COMPANY LETTER E					
COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY				GENERAL AGGREGATE	\$ 5,000,000	
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 2,000,000	
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY	\$ 2,000,000	
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 2,000,000	
					FIRE DAMAGE (Any one fire)	\$	
					EXPENSE (Any one person)	\$	
					COMBINED SINGLE LIMIT	\$ 2,000,000	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE	\$	
	EXCESS LIABILITY				EACH OCCURRENCE	\$	
	☐ UMBRELLA FORM				AGGREGATE	\$	
	☐ OTHER THAN UMBRELLA FORM						
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS		
					EACH ACCIDENT	\$	
					DISEASE—POLICY LIMIT	\$	
					DISEASE—EACH EMPLOYEE	\$	
	OTHER						
	☒ BUILDING RISK/COURSE OF CONSTRUCTION INSURANCE						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS BID NO AND PROJECT NAME							
CERTIFICATE HOLDER				CANCELLATION		OR COVERAGE REDUCED	
SEE ATTACHED FORM GC 20 26				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.		XXXXXX	
				AUTHORIZED REPRESENTATIVE			
ACORD 25-S (7/90)						©ACORD CORPORATION 19	

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID LN
RICHA-1

DATE (MM/DD/YYYY)

04/20/07

PRODUCER

Insurance Solutions
P.O. Box 80987
Las Vegas NV 89180

Phone: 702-631-0878 Fax: 702-631-0561

RED

Richardson Construction, Inc.
2207 W. Gowan Road
North Las Vegas NV 89032THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A **AXIS Surplus Insurance Co**

26620

INSURER B Nevada Capital Insurance Co

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	☒ GENERAL LIABILITY	EAP730762-07	01/26/07	01/26/08	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ EXCLUDED
	☒ CG 0001 1001				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY	1BAP45013748	01/26/07	01/26/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
☒ HIRED AUTOS					
☒ NON-OWNED AUTOS					
	☐ GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	☐ EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					\$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE \$
	OTHER				E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: 5th Street School Rehabilitation III, 401 S. 4th Street.

Certificate Holder is named as additional insured per form CG2037 07/04.

*10 day notice of cancel for non-payment applies.

CERTIFICATE HOLDER

CITYOF2

City of Las Vegas
Purchasing & Contracts
400 E. Stewart Ave.
Las Vegas NV 89101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Margaret Smith

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization that the insured is required by written contract to name as an additional insured. It is agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shall be primary insurance as respects any claim, loss or liability caused in whole or in part by the Named Insured(s) operations, and any other insurance maintained by the Additional Insured shall be excess and non-contributory with the insurance provided hereunder.	5th Street School Rehabilitation III 401 S. 4th Street
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CERTIFICATE OF INSURANCE

4/20/2007

PRODUCER Insurance Solutions PO Box 80987 Las Vegas, NV 89180	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A Builders Insurance Company, Inc. Financial Stability Rating Demotech (A) Exceptional COMPANY B RECEIVED COMPANY C APR 24 2007 COMPANY D RICHARDSON CONSTRUCTION
INSURED Richardson Construction, Inc 2207 West Gowan Road North Las Vegas, NV 89032	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (In Thousands)
	GENERAL LIABILITY ☐ COMPREHENSIVE FORM ☐ PREMISES/OPERATIONS ☐ UNDERGROUND ☐ EXPLOSION & COLLAPSE HAZARD ☐ PRODUCTS/COMPLETED OPER ☐ CONTRACTUAL ☐ INDEPENDENT CONTRACTORS ☐ BROAD FORM PROPERTY DAMAGE ☐ PERSONAL INJURY				BODILY INJURY OCC \$ BODILY INJURY AGG \$ PROPERTY DAMAGE OCC \$ PROPERTY DAMAGE AGG \$ BI & PD COMBINED OCC \$ BI & PD COMBINED AGG \$ PERSONAL INJURY AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS (Private Pass) ☐ ALL OWNED AUTOS (Other than Private Passenger) ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ BODILY INJURY & PROPERTY DAMAGE COMBINED \$ EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY The proprietor/partners/executive officers are ☒ INCL ☐ EXCL	WC300-0001018-2007A	1/1/2007	1/1/2008	☒ STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS ALL LABOR, COVERAGE & EXPOSURE WITHIN THE SCOPE OF ANY OWNER CONTROLLED INSURANCE PROJECTS (OCIP) IS EXCLUDED UNDER THIS CERTIFICATE

5TH STREET SCHOOL REHABILITATION III

CERTIFICATE HOLDER CITY OF LAS VEGAS DEPT OF PURCHASING & CONTRACTS 700 E STEWART LAS VEGAS, NV 89101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE RE Richardson
--	--

ATTACHMENT 14

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY

BID NUMBER AND PROJECT NAME

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF LAS VEGAS
PURCHASING AND CONTRACTS
FIRST FLOOR CITY HALL COMPLEX
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you

REDEVELOPMENT AGENCY, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT

ACORD FormGC2026

ATTACHMENT 15

RESOLUTION NO. R-89-2004

**RESOLUTION ADOPTING PROCEDURE FOR THE PROTEST OF
THE PROPOSED AWARD OF CONTRACT**

WHEREAS, the City Council adopted Resolution R-31-2001 on April 4, 2001 which sets forth the procedure to be followed by a bidder desiring to protest the bid solicitation or proposed award of a contract; and

WHEREAS, since the adoption of that Resolution, the State Legislature at the 2003 legislative session amended NRS Chapter 338 to set forth a bid procedure to be followed by each person desiring to protest the award of a contract pursuant to that chapter; and

WHEREAS, as a result of the passage of the new legislation (Assembly Bill 425), there exists a need to modify the City's current bid procedure in order to comply with the requirements of the new statutory bid procedure;

WHEREAS, with the adoption of this Resolution, the City Council intends to supersede the bid protest procedure previously approved by them with the bid protest procedure set forth herein.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council that the procedure set forth in that document entitled, to-wit: PROCEDURE FOR THE PROTEST OF A PROPOSED AWARD OF CONTRACT, attached hereto as Attachment A and incorporated herein as a part hereof, is hereby adopted and approved in connection with the protest filed by a person who has submitted a bid or proposal to the City for the award of a contract pursuant to the provisions of NRS Chapter 332 (including a contract to be awarded pursuant to a Request for Proposal) and NRS Chapter 338. The bid protest procedures set forth herein shall become effective with the adoption of this Resolution.

The City will not review or consider any protest which does not comply with the procedures set forth in Attachment A.

...
...
...

1 THE FOREGOING RESOLUTION was passed, adopted and approved this 19 day of

2 May, 2004.

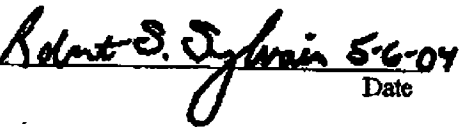
3 CITY OF LAS VEGAS

4
5 By: 
6 OSCAR B. GOODMAN, Mayor

7 ATTEST:

8 
9 BARBARA JO RONEMUS, City Clerk

10 APPROVED AS TO FORM:

11  5-6-04
12 Date

ATTACHMENT A

PROCEDURE FOR THE PROTEST OF A PROPOSED AWARD OF CONTRACT

A. Right of Protest. Any person who has submitted a bid or proposal to the City for the award of a contract pursuant to the provisions of NRS Chapters 332 (including a contract to be awarded in response to a Request for Proposal) and 338 may file a written protest with the City provided the Protester complies, as a condition precedent to consideration of such protest, with the procedure set forth herein.

B. Filing of Protest. The written protest must be submitted in writing to the Manager of the Purchasing and Contracts Division of the Department of Finance and Business Services within five (5) business days after the bid opening.

C. Protest Information. The written protest shall contain, at a minimum, the following information:

- a. Bid or Request for Proposal identification number and title,
- b. The name and address of the Protester and the title or position of the person submitting the protest on behalf of the Protester,
- c. A statement setting forth with specificity all of the reasons the Protester believes the applicable provisions of law were violated and including as a part thereof the following:
 - (i) A detailed description explaining how the issue or issues protested created an advantage to the other bidders, or a disadvantage to the Protester, or both,
 - (ii) A detailed statement explaining how the issue or issues protested resulted in a higher bid being submitted by the Protester along with evidence showing the amount of the increase, and
 - (iii) A detailed statement explaining how the issue or issues protested resulted in a lower bid being submitted by the other bidders along with evidence showing the amount of the increase,
- d. A statement describing the relief sought by the Protester, and
- e. Such other information as the Protester deems to be material.

The Protester shall provide such additional information requested by the City which it deems pertinent to the consideration of the protest. The written protest shall identify all of the issues and arguments which support the Protester's claim that the award of the contract should not be made as proposed by the City, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein, and shall not

include any new or additional issues or arguments.

D. Protest Security. As a condition precedent to any consideration of the written protest, the Protester must post a security (the "Protest Security") in the form of cash, bond, cashier's check, certified check or money order made payable to the City. The amount of the Protest Security shall be (i) 25% of the total value of the bid submitted by the Protester to the City, (ii) 25% of the amount of the contract as estimated by the City, or (iii) \$250,000, whichever is the lesser amount. The Purchasing and Contracts Manager will deposit the Protest Security into the appropriate City account until a final determination is made on the Protest.

If the Protest is upheld, or the City decides to reject all bids in connection with the Project, the full amount of the Protest Security will be returned to the Protester. If the City renders an unfavorable decision on the protest (which includes an unfavorable decision by the administrative staff that is not appealed to the City Council or to the Director of the Department of Finance and Business Services as provided under Subsection F below), the City will return the Protest Security within thirty (30) days of the decision after deducting therefrom the costs and expenses (such as the hourly wage or salary of the employees involved in reviewing the protest) incurred by the City in considering the protest.

E. Protest Determination. With receipt of the protest and the Protest Security, the Purchasing and Contracts Manager will review the protest and, if the protest is not resolved by mutual agreement, render a written determination within ten (10) calendar days thereof, unless the nature and complexity of the protest requires additional time. In lieu of deciding the protest, the Purchasing and Contracts Manager may (i) forward the protest directly to the City Council for their determination, or (ii) forward the protest directly to the Director of the Department of Finance and Business Services.

F. Appeal of Decision. The decision of the Purchasing and Contracts Manager may be appealed provided written notice thereof is provided by the Protester within three business days of receipt of the decision. Such notice shall be given the Purchasing and Contracts Manager who, upon receipt of the notice, shall forward the appeal for determination to the Director of Finance and Business Services or, in the case of time sensitive projects, directly to the City Council, whichever is determined to be in the best interests of the City.

1. If the appeal is forwarded to the Director of Finance and Business Services, the Director will review the protest and issue a decision within ten (10) calendar days of receipt of the appeal unless the nature and complexity of the protest requires additional time. If the Protester is not satisfied with the decision, an appeal may be made to the City Council provided a request is received in writing by the Purchasing and Contracts Manager within three (3) business days of receipt by the Protester of the written decision by the Director.

2. Any appeal forwarded to the City Council will be placed on its agenda as soon as possible after taking into account the administrative deadlines in effect within the City.

G. Miscellaneous Provisions.

1. No award will be made of the contract until a determination is made by the City on the protest. The Protester shall not seek any type of judicial intervention until the City Council has made a determination on the protest and awarded the contract.

2. If the Protester seeks judicial relief from the decision of the City Council, the City will retain the Protest Security until a determination is made by a court of competent jurisdiction. If the court upholds the decision of the City Council, the City may retain an amount equal to the costs and expenses incurred by the City in processing the appeal including, but not limited to, court costs, attorney fees (including those in retaining private counsel to defend the decision of the City Council), staff time expended in processing the appeal, or costs to retain any needed consultants or experts. If the Protester prevails on the appeal the full amount of the Protest Security will be returned to the Protester.

3. The City Council will not consider any protest unless it complies with the procedure set forth above.

4. Regardless of the outcome of the appeal, neither the City, nor its officers, employees or authorized representative is liable for any costs, expenses, attorney fees, loss of income or other damages sustained by the Protester who submits a bid to the City.

ATTACHMENT 16

**REGULATED CONSTRUCTION PROJECTS NOTIFICATION FORM
REDEVELOPMENT AGENCY NO. XXXXXXXXXX**

NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
OCCUPATIONAL SAFETY AND HEALTH ENFORCEMENT SECTION
1301 N GREEN VALLEY PARKWAY, SUITE 200
HENDERSON, NEVADA 89014

REGULATED CONSTRUCTION PROJECTS NOTIFICATION FORM

PROJECT SUMMARY, page 1 of 3

GENERAL CONTRACTOR _____ DATE RECD _____
CONTACT PERSON _____ PHONE # _____ FAX # _____
NAME & LOCATION OF PROJECT _____
THE FINISHED BUILDING WILL HAVE _____ BOILERS _____ PRESSURE VESSELS _____
_____ ELEVATORS _____ ESCALATORS _____ MOVING WALKWAYS _____

DESCRIPTION OF THE CONSTRUCTION PROJECT

SUPERINTENDENT _____
TOTAL COST _____
TOTAL SQ FT _____
HEIGHT OF STRUCTURE (FT) _____
TYPE OF CONSTRUCTION _____

CONSTRUCTION ACTIVITY

DESCRIBE SAFETY PROGRAMS _____

DESCRIBE WHEN AND WHERE THE PERSONNEL HOIST WILL BE UTILIZED _____

DESCRIBE FALL PROTECTION TO BE USED _____

NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
OCCUPATIONAL SAFETY AND HEALTH ENFORCEMENT SECTION

PROJECT SUMMARY, page 2 of 3

GENERAL CONTRACTOR _____
NAME OF PROJECT _____

DESCRIBE THE TYPE AND NUMBER OF CRANES _____

DESCRIBE THE TYPES OF EXCAVATION AND TRENCHING, SIZE, AND DEPTH _____

DESCRIBE TYPES OF HEIGHT OF SCAFFOLDING _____

WHO IS RESPONSIBLE FOR SITE CLEAN-UP? DESCRIBE CLEAN-UP PROCEDURES _____

DESCRIBE ANY UNIQUE STRUCTURAL OR ARCHITECTURAL FEATURES _____

OTHER ITEMS DISCUSSED AT THE CONFERENCE _____

FORM COMPLETED BY WHOM _____

06.15341 24-LED

Date _____

**ATTACHMENT 8
1% SUBCONTRACTOR LIST**

BIDDER: Richardson Construction, Inc.

2007 MAR 27 PM 2:19

RECEIVED
CITY CLERK

DESCRIPTION OF WORK	NAME OF SUBCONTRACTOR	LICENSE NUMBER
Electrical	MBE: __ WBE: __ DVBE: __ High-Tech Electric	0052141
Mechanical	MBE: __ WBE: __ DVBE: __ US Mechanical	0031212A 0057582
CONCRETE	MBE: __ WBE: __ DVBE: __ DMK / RICHARSON	64703 / 27944
LANDSCAPING	MBE: __ WBE: __ DVBE: __ DEL SOL	0060070
MASONRY	MBE: __ WBE: __ DVBE: __ HAWLON	0054552

BID PROPOSAL PAGE

**ATTACHMENT 3
5% SUBCONTRACTOR LIST**

ORDER: Richardson Construction, Inc.

DESCRIPTION OF WORK	NAME OF SUBCONTRACTOR
Electrical	MBE: ___ WBE: ___ DVBE: ___ High-Tech Electric
Mechanical	MBE: ___ WBE: ___ DVBE: ___ US Mechanical
	MBE: ___ WBE: ___ DVBE: ___
	MBE: ___ WBE: ___ DVBE: ___
	MBE: ___ WBE: ___ DVBE: ___

BID PROPOSAL PAGE

**ATTACHMENT 6
LIST OF COMPLETED PROJECTS**

Bidder Richardson Construction, Inc.

Bidders must respond to each of the below questions.

1. Has the bidder acting as the prime contractor successfully completed **three (3)** projects, preferably in Clark County, of similar size, scope, or type as the work to be required by the Owner, as the Work described in this bidding document? If yes, complete project information on attached sheets

☒ YES ☐ NO

2. Has the bidder failed to perform any contract as a result of causes within the control of the bidder or a subcontractor or supplier of the bidder?

☐ YES ☒ NO

3. Has the bidder failed to perform any portion of the Work that caused the Owner and/or others, (i.e., the surety company, etc.) to exercise its right to complete the Work in the contract?

☐ YES ☒ NO

4. Has the bidder been involved in any failure to complete or breach of contract for any reason including, customer-directed suspensions or disbarments/disqualifications?

☐ YES ☒ NO

5. Has the bidder been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the bidder to perform the Work required by the Agency for this Project?

☐ YES ☒ NO

6. Has the bidder been convicted of a violation for discrimination in employment?

☐ YES ☒ NO

BID PROPOSAL PAGE

PROJECT 1:

Project Name: Doolittle Community Center -Renovation & Addition

Project Address: 1950 J Street, North Las Vegas, Nevada

Owner's Name: City of Las Vegas

Owner's Point of Contact: Gary Barr

Phone Number: (702) 229-6535

Project Description: Type of Rehabilitation, Size of the Building, and the scope of any historical rehabilitation and/or preservation

This project incorporated the demolition and remodel of a local community center 38,000
sq. ft. These changes included asbestos removal; consisting of gymnasium, pool, locker
rooms, office staff area, weight room, game room, classrooms, kitchen, restrooms.

Award Amount \$9.6 Million

Year Completed 2003

Was this project completed late? ☐ YES ☒ NO

Did the contract contain liquidated damages or penalty clauses? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO

What was the amount assessed? _____

Were any judgments entered pertaining to this project? ☐ YES ☒ NO

BID PROPOSAL PAGE

PROJECT 2:

Project Name: Downtown Senior Services Center

Project Address: 300 South 9th Street

Owner's Name: City of Las Vegas

Owner's Point of Contact: Gary Barr

Phone Number: (702) 229-2091

Project Description: Type of Rehabilitation, Size of the Building, and the scope of any historical rehabilitation and/or preservation

This project consists of the renovation of two buildings totaling 20,508 sq. ft. The work includes, but is not limited to: replacement of the HVAC units, replacement of carpet, floor tiles, installation of a Fire Sprinkler System, Electronic Fire Protection System, tenant improvements as shown in the specification and plans, and other related work within the building., and for the adaptation as City of Las Vegas Government Services Center.

Award Amount: \$3.8 Million

Year Completed: 2006

Was this project completed late? ☐ YES ☒ NO

Did the contract contain liquidated damages or penalty clauses? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO

What was the amount assessed? _____

Were any judgments entered pertaining to this project? ☐ YES ☒ NO

BID PROPOSAL PAGE

PROJECT 3:

Project Name Hollyhock Retrofit
Project Address: 380 N. Maryland Parkway
Las Vegas, Nevada 89101
Owner's Name: Housing Authority of the City of Las Vegas
Owner's Point of Contact: Frank Stafford
Phone Number: (702) 922-7030

Project Description: Type of Rehabilitation, Size of the Building, and the scope of any historical rehabilitation and/or preservation

Change from Senior Day Care to Commercial Office Building.

Award Amount. \$1.2 Million

Year Completed: 2007

Was this project completed late? ☐ YES ☒ NO

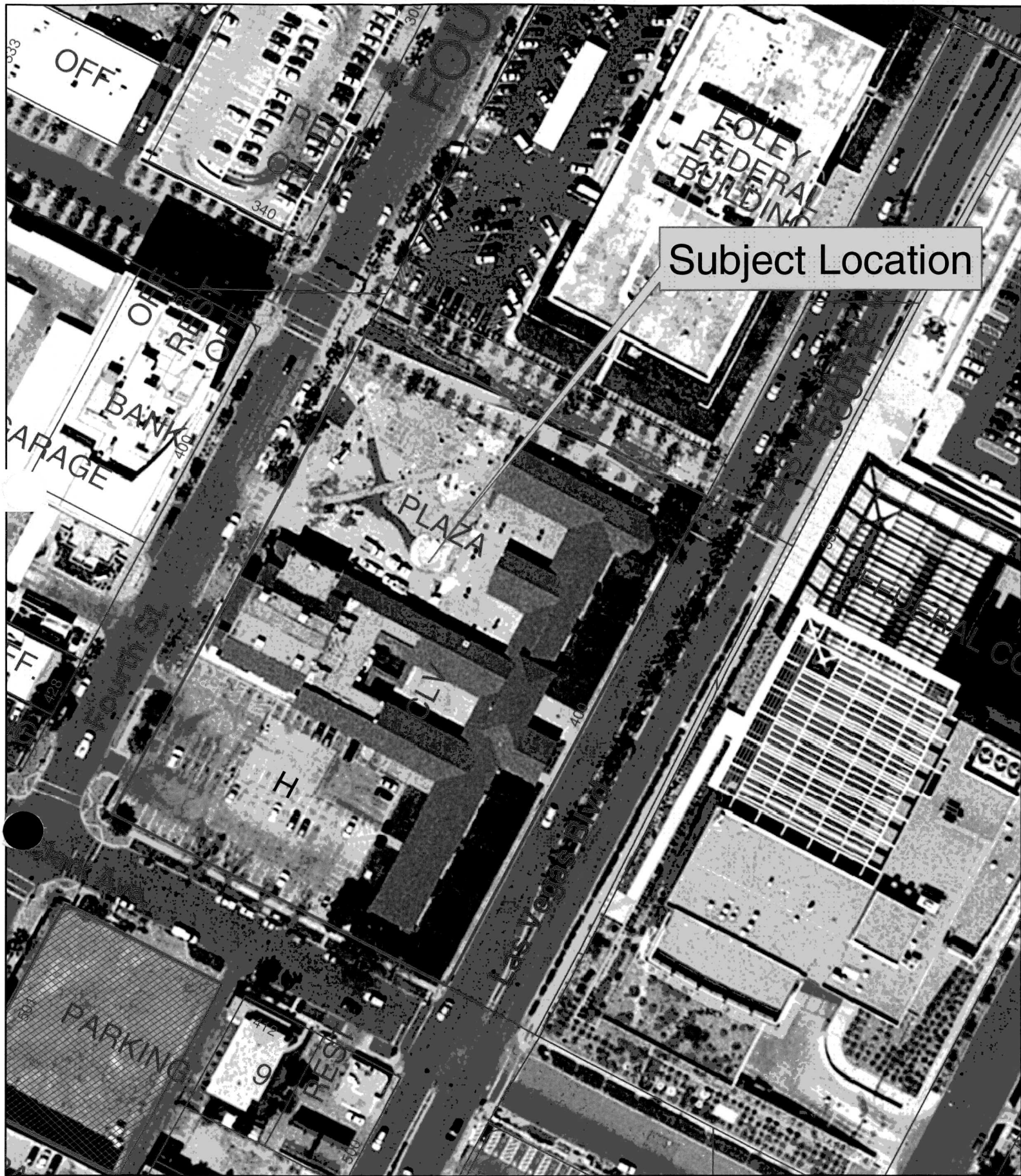
Did the contract contain liquidated damages or penalty clauses? ☒ YES ☐ NO

yes, were damages assessed? ☐ YES ☒ NO

What was the amount assessed? _____

Were any judgments entered pertaining to this project? ☐ YES ☒ NO

BID PROPOSAL PAGE



Site Map

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: APRIL 18, 2007

SUBJECT:

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

Minutes:

BEATRICE TURNER, West Las Vegas, commended MEMBER WILLIAMS for holding the grocery store matter of the 4/18/2007 Council meeting. She also commended City staff, noting that City staff performs much better than County staff.

TED RUSSELL, Las Vegas resident, said he is the happiest citizen in the universe, with all the redevelopment and progress in the downtown area.

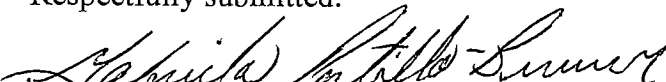
RICKY HOOPER, 831 South Third Street, complained about the substandard sidewalks along Fremont Street, Las Vegas Boulevard to Maryland Parkway. He is sometimes forced to travel on the street. He urged the City to make repairs. MEMBER GOODMAN asked him to contact CHARLIE KAJKOWSKI, Director of Public Works.

RROBERT JOHNSTONE said two weeks ago he appeared before the Agency and made a plea for help. He contacted one of the Chairman's assistants, but has received no help. The City does not come through on its promises. He also complained about the police department being out of control. CHAIRMAN GOODMAN said he would provide MR. JOHNSTONE with the email where he refused assistance.

ARTHUR ALVAREZ, downtown resident, said he now knows why the Fifth Street School is a historic building.

The meeting adjourned at 2:23 p m.

Respectfully submitted:


Gabriela Portillo-Brenner, Deputy City Clerk
April 25, 2007


Beverly K. Bridges, Acting Secretary