



Mesquite Redevelopment Agency Redevelopment Agency

**City Hall - Council Chambers - 2nd Floor
10 E. Mesquite Blvd.
TUESDAY, FEBRUARY 8, 2022 - 4:30 PM**

Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Mayor and Council. Additionally, the Mayor and Council may combine two or more agenda items for consideration, and may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Public comment is limited to three minutes per person.

1. Public Comment

- 1.1. Public Comment
[Cover Page](#)

2. Administrative Items

- 2.1. Consideration for approval of La Noor Studios Extension for remaining financial assistance (\$14,574.36) for the Fire Alarm System being installed at the 29 units.
- Public Comment
 - Discussion and Possible Action
- [Cover Page](#)
- [RDA - La Noor - Phase 2- Final Req - Full.pdf](#)
- 2.2. Consideration for approval for RDA funds of \$99,999 for 151 E. First South Street for pre-construction costs of Architect (SPARC Design) , Structural Engineer (Vector Engineers) and Sils Engineer (GES).
- Public Comment
 - Discussion and Possible Action
- [Cover Page](#)

[RDA 151 Full file.pdf](#)

- 2.3. Consideration for approval for RDA funds of \$99,999 for 161 E. First South Street for pre-construction costs of Architect (SPARC Design) , Structural Engineer (Vector Engineers) and Sils Engineer (GES).

- Public Comment
- Discussion and Possible Action

[Cover Page](#)

[RDA 161 Full file.pdf](#)

3. Public Comment

- 3.1. Public Comment

[Cover Page](#)

4. Adjournment

- 4.1. Adjournment

[Cover Page](#)

Note: Please be advised that the Standing Rules of the City Council are attached for your information. The Standing Rules govern the conduct of City Council Meetings. These Standing Rules may be acted upon and utilized by the Mayor and City Council at any City Council Meeting.

To obtain any or all supporting materials for this Agenda, please contact the Clerk's Office at 702-346-5295.

Members of the public who are disabled and require special assistance or accommodation at the meeting are requested to notify the City Clerk's Office -City Hall in writing at 10 E. Mesquite Blvd., Mesquite, NV, 89027 or by calling 346-5295 twenty-four hours in advance of the meeting.

THIS NOTICE AND AGENDA HAS BEEN POSTED ON OR BEFORE 9:00 AM ON THE THIRD WORKING DAY BEFORE THE MEETING AT THE FOLLOWING LOCATIONS:

1. Mesquite City Hall, 10 E. Mesquite Blvd., Mesquite, Nevada
2. Mesquite Community & Senior Center, 102 W. Old Mill Road, Mesquite, Nevada
3. Mesquite Post Office, 510 W. Mesquite Blvd., Mesquite, Nevada
4. Mesquite Library, 121 W. First North, Mesquite, Nevada

The agenda is also available on the Internet at <http://www.mesquitenv.gov> and <http://nv.gov>

In accordance with Federal law and U.S. Department of Agriculture policy, the City of Mesquite is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of

discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, or call (800) 795-3272 (voice), or (202) 720-6382 (TDD).

RULES OF PROCEDURE

1. Authority:

1.1 The Mesquite City Charter Article II, Section 2.060(2), Provides that the **City** Council may adopt rules for the government of its members and its meetings; These Rules of Procedure shall be in effect upon their adoption by the Council and until such time as they are amended or new rules are adopted in the manner provided by these Rules of Procedure.

2. General Rules:

2.1. **PUBLIC MEETINGS:** All meetings of the Council shall be open to the public, except those provided in NRS 241 and 288. The agenda and backup material shall be open to public inspection in the City Clerk's Office.

2.2 **QUORUM:** A majority of the members of the Council shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.

2.3 **MINUTES:** A written account of all proceedings of the Council shall be kept by the City Clerk and shall be entered into the official records of the Council.

2.4 **RIGHT TO FLOOR:** Any member desiring to speak shall be recognized by the chair, and shall confine his remarks to the item under consideration.

2.5 **CITY MANAGER:** The City Manager or his/her designee shall attend all meetings of the Council. The City Manager may make recommendations to the Council and shall have the right to take part in all discussions of the Council, but shall have no vote.

2.6 **CITY ATTORNEY:** The City Attorney or Deputy City Attorney shall attend all meetings of the Council and shall, upon request, given an opinion, either written or verbal, on questions of the law.

2.7 **CITY CLERK:** The City Clerk or Deputy City Clerk shall attend all meetings of the Council and shall keep the official minutes and perform such other duties as required by the Council.

2.8 **OFFICERS AND STAFF:** Department heads of the City, when there is pertinent business from their departments on the Council agenda, shall attend such Council meetings upon request of the City Manager.

2.9 **RULES OF ORDER:** "Roberts Rules of Order Newly Revised" 11th Edition shall govern the proceedings of the Council in all cases, provided they are not in conflict with these rules.

3. Types of Meetings:

3.1 **REGULAR CITY COUNCIL MEETINGS:** The City Council shall meet in regular session at 5:00 p.m. on the second and fourth Tuesday of each month. The City Council may, as it deems necessary, schedule a regular meeting on a date other than the second and fourth Tuesday of each month, in accordance with Article II, Section 2.040 of the Mesquite City Charter and the provisions of Nevada Revised Statutes ("NRS") chapter 241.

3.2 **TECHNICAL REVIEW MEETINGS:** Pursuant to Article II, Section 2.040(2) of the Mesquite City Charter, the City Council shall hold Technical Review Meeting at 1:30 p.m. on the first and third Tuesday of each month. The purpose of

Technical Review Meetings shall be to establish the business to be heard for only the next relevant Regular City Council meeting and other matters properly related thereto.

- 3.3 **ROLE OF MAYOR:** The Mayor shall preside over both Technical Review Meetings and Regular City Council Meetings. The Mayor may decide in what order to take business from the Agenda. In the Mayor's absence, the Mayor Pro Tem shall fulfill the role of the Mayor. If both the Mayor Pro Tem and the Mayor are absent, the City Council shall choose by majority vote a temporary chair who shall fulfill the administrative duties of presiding over the City Council Meeting. Nothing in this provision shall either abridge or delegate the duties of the Mayor, Mayor Pro Tem or the City Council as provided in Article III of the Mesquite City Charter, except as to the sole issue of fulfilling administrative duties and conducting and directing business during a meeting.
- 3.4 **PLACE OF MEETINGS:** The City Council herewith designates as its Council Chambers, for the conduct of all regular meetings, the Council Chambers in City Hall located at 10 East Mesquite Boulevard, Mesquite, Nevada, or such other place as the City Council may from time to time determine.
- 3.5 **SPECIAL MEETINGS:** Special meetings of the City Council include any meeting other than its regular meetings of a quorum of the City Council not exempted from the requirements of NRS Chapter 241. Special meetings of the City Council may be called by the Mayor or a majority of the City Council in compliance with Article II, Section 2.050 of the Mesquite City Charter and the provisions of NRS chapter 241.
- 3.6 **ADJOURNED MEETINGS:** Any meeting of the City Council may be continued or adjourned from day to day by a call of the Mayor or Councilmember and ratified by a majority vote, and in accordance with an agenda noticed pursuant to NRS chapter 241, but not beyond the next scheduled regular meeting.
- 3.7 **EXECUTIVE SESSIONS:** Executive sessions, closed meetings or non-public meetings may be held in accordance with the provisions of NRS chapters 241 and 288.220.

4. Duties of Presiding Officer and Meeting Decorum

- 4.1 **PRESIDING OFFICER:** The Mayor, when present, shall preside as Chairman at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tern shall preside; in the absence of the Mayor and Mayor Pro Tern, the quorum of present Councilmembers shall choose a presiding officer. The Presiding Officer of any meeting of the City Council shall have the same right as any other member of the City Council to initiate a motion, question or debate. The Presiding Officer shall preserve order and decorum, and confine Councilmembers in debate to the question under discussion.
- 4.2 **COUNCIL VOTE:** Unless a roll call vote is requested or necessitated due to a malfunction of the electronic vote system, the vote on any motion, resolution or ordinance shall be cast electronically and displayed for public view.
- 4.3 **DECORUM OF THE DAIS:** During meetings, all persons present shall assist in preserving order and decorum by limiting conversation and the use of cellular devices that may delay or interrupt the proceedings.
- 4.4 **POINTS OF ORDER:** Any Councilmember may at any time raise a point of order objection as appropriate by stating the phrase "Point of Order." The Councilmember shall be afforded the opportunity to explain his or her point of order objection to the Mayor. The Mayor shall rule on the point of order. The Mayor may seek advice from the City Clerk in ruling upon any point of order. If the Mayor's ruling is against the Council member's call for the Point of Order, a vote of the Council may be requested.

5. Order of Business and Agenda

- 5.1 **AGENDA:** The order of business of each meeting shall be as contained in the agenda in accordance with NRS 241 prepared by the City Clerk and approved by the City Manager. The agenda shall be delivered to members of the Council at least three (3) working days preceding the meeting to which it pertains.

5.2 **SPECIAL INTEREST/PRESENTATION ITEMS:** Unless otherwise approved by the City Manager, and in order to provide for the effective administration of City Council business, a maximum of four (4) items of special interest or presentation shall be scheduled on one agenda. Special Interest/Presentation items must appear on the agenda and it is not appropriate for presentations to be made during the public comment portion of the meeting.

6. Voting

6.1 All voting procedures shall be in accordance with Parliamentary Authority.

6.2 **POINT OF INFORMATION:** This is a request by a Council member, directed to the Presiding Officer or appropriate individual for information relevant to the pending item. A Point of Information takes precedence over a main motion, is not debatable, is not amendable, is not superseded by other motions, and is ruled on for appropriateness by the Presiding Officer.

6.3 **ABSTENTIONS:** A member may abstain from voting for any reason s/he deems appropriate.

6.4 **FAILURE OF AFFIRMATIVE MOTION:** The failure of a motion calling for affirmative action is not the equivalent of the passage of a motion calling for the opposite negative action. The failure of such affirmative motion constitutes no action.

6.5 **FAILURE OF NEGATIVE MOTION:** The failure of a motion calling for a negative action is not the equivalent of the passage of a motion calling for the opposite affirmative action. The failure of such a negative motion constitutes no action.

6.6 **LACK OF PASSAGE OF A MOTION:** In some instances (maps in particular, per NRS) lack of passage of a motion may result in the item being “deemed approved.” In other instances no action may result in confusion and complication for the applicant. In all cases the City Council will strive to achieve a decision or action.

7. Citizens’ Rights

7.1 **ADDRESSING THE CITY COUNCIL:** Any person desiring to address the Council by oral communication can do such during Public Comments (at the beginning and closing of the meeting), or on a particular item on the agenda.

7.2 **TIME LIMIT:** Each person addressing the Council shall step to the microphone, shall give his/her name in an audible tone of voice for the record and, unless further time is granted by the Presiding Officer, shall limit the time of his/her comments to three (3) minutes.

7.3 **PUBLIC COMMENT CONTENT:** The presiding officer or the majority of City Council may prohibit comment if the content of the comments is a topic that is not relevant to, or within the authority of, the public body, or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational, or amounting to personal attacks or interfering with the rights of other speakers.

7.4 **DISRUPTIVE CONDUCT:** Any person who willfully disrupts a meeting to the extent that its orderly conduct is made impractical may be removed from the meeting by order of the Presiding Officer or majority of the City Council. A person willfully disrupts a meeting when s/he (1) uses physical violence, threatens the use of physical violence or provokes the use of physical violence, or (2) continues to use loud, boisterous, unruly, or provocative behavior after being asked to stop, which behavior is determined by the Presiding Officer or a majority of the City Council present to be disruptive to the orderly conduct of the meeting, or (3) fails to comply with any lawful decision or order of the Presiding Officer or of a majority of the City Council relating to the orderly conduct of the meeting.

7.5 WRITTEN COMMUNICATIONS:

a. In General: Interested parties or their authorized representatives may address the Council by written communication in regard to any matter concerning the City’s business or over which the Council has control at any time by direct mail to Council members, email, or by addressing it to the City Clerk and copies will be distributed to the Council members.

b. At City Council Meetings: Except as provided in subsection c, written communications will not be read at City Council meetings, but will be attached to the item as part of the record, tallied, and reported by the City Clerk as generally in favor of or against the proposition.

c. Exceptions: A written communication to the City Council may be read by City staff at a City Council meeting when (1) the person making the written communication has asked it be read aloud, (2) the person is unavailable to be at the meeting due to emergency or illness, (3) the written communication can be read in an ordinary cadence within three minutes, and (4) the person's name appears on the written communication and will be read into the record.

8. Suspension and Amendment of These Rules

8.1 **SUSPENSION OF THESE RULES:** Any provision of these rules not governed by law may be temporarily suspended by a majority vote of the City Council.

8.2 **AMENDMENT OF THESE RULES:** These rules may be amended, or new rules adopted, by a majority vote of all members of the City Council, provided that the proposed amendments or new rules have been introduced into the records at a prior City Council meeting.



AGENDA ITEM
Redevelopment Agency
Meeting Date: February 8, 2022
Submitted by: Tracy Beck
Submitting Department: City Clerk

Public Comments

Public Comment

PETITIONER: Tracy E. Beck, City Clerk **DEPARTMENT:** City Clerk

RECOMMENDATION:

Background:

Fiscal Impact: None

Budgeted Item: No

Attachments:

-



AGENDA ITEM
Redevelopment Agency
Meeting Date: February 8, 2022
Submitted by: Martine Green
Submitting Department: City Manager

Administrative

Consideration for approval of La Noor Studios Extension for remaining financial assistance (\$14,574.36) for the Fire Alarm System being installed at the 29 units.

- Public Comment
 - Discussion and Possible Action
-

PETITIONER: Martine Green, Deputy City Manager **DEPARTMENT:** City Manager

RECOMMENDATION:

Approve the remaining financial assistance (\$14,574.36) for the Fire Alarm System being installed at the 29 units.

Background:

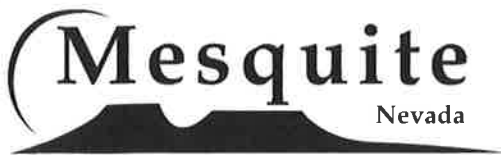
The Fire Alarm System is \$28,700 and the remaining RDA funds is \$14,574.36 for this location. This will off-set the cost of the Fire Alarm Systems.

Fiscal Impact:

Budgeted Item: Yes

Attachments:

- [RDA - La Noor - Phase 2- Final Req - Full.pdf](#)



City Manager's Office
10 East Mesquite Boulevard
Mesquite, NV 89027
Phone: (702) 346-5295
Fax: (702) 346-2795

FINANCIAL ASSISTANCE APPLICATION

This program provides Redevelopment Agency (RDA) Funds to assist any property owner(s) or tenant(s) interested in facade rehabilitation, sign remodel/replacement, and new building or building demo, remodel or rehabilitation, located within the boundaries of the Redevelopment Area (see attached map).

Please submit a completed application with the listed required documents and appropriate signatures to avoid any delays in the process. Please print legibly in either blue or black ink.

1. TYPE OF APPLICATION (check one)

- ☐ Facade Rehabilitation Program
- ☐ Sign Replacement Program
- ☒ Building, Remodeling or Rehabilitation Program

2. PROPERTY INFORMATION

Business Name: Lg Noor Studios

☐ Corporation (DBA) ☐ Partnership ☒ Sole Proprietorship

Physical Address: 92 W. Mesquite Blvd Mesquite, NV 89027

Mailing Address: 29 N. Dairy Ln

City: Mesquite State: NV Zip Code: 89027

Phone: 702 917 0575 Cell: 702 917 0575 Fax:

Building Use: Affordable Housing

3. APPLICANT INFORMATION

Name: Cathy Koch

Mailing address: P.O. Box 2545

City: Mesquite State: NV Zip Code: 89024

Phone: 702 882 2513 Cell: 702-882-2513 Fax:

Do you ☐ Own or ☐ Lease the subject property?

If you are not the property owner, then the owner must complete section 4 and sign the application.

4. PROPERTY OWNER

Owner name: Razi Noor

Mailing address: 29 N. Dairy Ln

City: Mesquite State: NV Zip Code: 89027

Phone: 702 917 0575 Cell: 702 917 0575 Fax:

Are there multiple owners? ☒ Yes or ☐ No If yes, provide an executed Affidavit for each.**5. CONTACT PERSON OR REPRESENTATIVE**

Name: Cathy Koch

Mailing address: P.O. Box 2545

City: Mesquite State: NV Zip Code: 89024

Phone: 702 882 2513 Cell: 702 882 2513 Email: Cathy.Koch60@gmail.com

I / We hereby affirm that I / we have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my / our knowledge. I / We agree to provide the City of Mesquite (hereinafter "City") with access to the subject property, as deemed necessary by the City, to make all reasonable inspections, investigations and take pictures of the subject property during the process period associated with the application.

I / We have read and understand the selected financial assistance program guidelines, accept the qualifications, and understand that in order for the request of funds to be approved, I / we must agree to work within and follow the recommendations of the Redevelopment Agency (hereinafter "RDA") before starting any work on the subject property following approval of the application. I / We further understand that I / we must complete, sign and have notarized a Program Agreement to initiate a date of project execution.

I / We understand that applying for grant funds does not obligate the RDA to allocate funds for the specified project. I / We understand that only after the review and approval of the application and plans will the RDA authorize funds. I / We further understand that the project shall comply with the selected Program Guidelines and only upon approved final inspections by the City, will the RDA be obligated to disburse the authorized grant funds.

I / We authorize the City to potentially use personal and business image(s), voice, name and/or other related content gathered through the RDA Grant Process for promotional purposes. Such purposes include but are not limited to brochures, newsletters, videos and digital images.

Cathy Koch

Applicant signature

1-18-22

Date

Razi Noor

Owner signature

1-18-2022

Date

Owner signature

Date

PROGRAM APPLICATION REQUIREMENTS**ALL Application Requirements**

- o Complete signed application form
- o A letter of intent and requested amount for project
- o Signed notarized Applicant and Owner Affidavit (one for each owner if multiple)
- o Provide two (2) bids or competitive quotes for proposed work with an itemized cost estimate
- o Proof of Insurance for all projects exceeding \$5,000.00
- o Completed W-9 form
- o 8½" x 11" color copy of exterior rendering of exhibit
- o JPG images of area/building
- o Project may require development application review, additional copies of project may be required (i.e. Architectural Review Committee, CUP)

Sign Replacement Specific Requirements

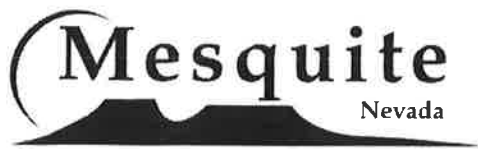
- o Submit a corporate resolution or a power of attorney (authorized signers for representation)
- o Submit a corporate resolution or a power of attorney (authorized signers for representation)
- o 8 ½" X 11" site plan for proposed sign replacement projects
- o Signage has a \$15,000 cap

Facade Specific Requirements

- o Submit a corporate resolution or a power of attorney (authorized signers for representation).
- o 8½" x 11" copy of existing and proposed front building elevations showing the exterior dimensions of the structure in square footage measurements.

Building, Remodeling or Rehabilitation Specific Requirements

- o Submit a copy of the executed corporate resolution, bylaws of the section verifying signature authorization or power of attorney.
- o 8½" x 11" copies of the exhibit.



Property Owner/Applicant Affidavit

Project Information

- | | |
|--|---|
| <input type="checkbox"/> Administrative Adjustment | <input type="checkbox"/> Development Agreement |
| <input type="checkbox"/> Temporary Commercial Permit | <input type="checkbox"/> Abandonment |
| <input type="checkbox"/> Development Code Amendment | <input type="checkbox"/> Tentative Map |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Extension of Time |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Architectural / Site Plan Review |
| <input type="checkbox"/> Final Map | <input type="checkbox"/> Zoning / Master Plan Amendment |
| <input type="checkbox"/> Boundary Line Adjustment | <input type="checkbox"/> Parcel Map |
| <input type="checkbox"/> Zoning Verification | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Street Name / Number Change | <input type="checkbox"/> Other _____ |

Project Location 92 W. Mesquite Blvd Mesquite, NV 89027
Assessor's Parcel No(s) 001-16-301-021

Applicant Information

Property Owner(s) Razi Noor
Mailing Address 29 N. Dairy Ln Mesquite, NV 89027

Applicant (if different than Owner) Cathy Koch
Mailing Address P.O. Box 2545 Mesquite, NV 89024

4. PROPERTY OWNER

Owner name: Raz: Noor

Mailing address: 24 N. Dairy Ln

City: Mesquite

State: NV

Zip Code: 89027

Phone: 702-917-0575 Cell: 702-917-0575 Fax:

Are there multiple owners? [] Yes or [X] No If yes, provide an executed Affidavit for each.

5. CONTACT PERSON OR REPRESENTATIVE

Name: Cathy Koch

Mailing address: P.O. Box 2545

City: Mesquite

State: NV

Zip Code: 89024

Phone:

Cell: 702-882-2513 Email: Cathy.Koch60@gmail.com

I / We hereby affirm that I / we have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my / our knowledge. I / We agree to provide the City of Mesquite (hereinafter "City") with access to the subject property, as deemed necessary by the City, to make all reasonable inspections, investigations and take pictures of the subject property during the process period associated with the application.

I / We have read and understand the selected financial assistance program guidelines, accept the qualifications, and understand that in order for the request of funds to be approved, I / we must agree to work within and follow the recommendations of the Redevelopment Agency (hereinafter "RDA") before starting any work on the subject property following approval of the application. I / We further understand that I / we must complete, sign and have notarized a Program Agreement to initiate a date of project execution.

I / We understand that applying for grant funds does not obligate the RDA to allocate funds for the specified project. I / We understand that only after the review and approval of the application and plans will the RDA authorize funds. I / We further understand that the project shall comply with the selected Program Guidelines and only upon approved final inspections by the City, will the RDA be obligated to disburse the authorized grant funds.

I / We authorize the City to potentially use personal and business image(s), voice, name and/or other related content gathered through the RDA Grant Process for promotional purposes. Such purposes include but are not limited to brochures, newsletters, videos and digital images.

Cathy Koch

10-19-21

Applicant signature

Date

Dor

10-19-2021

Owner signature

Date

Owner signature

Date

(I,We) the undersigned, being duly sworn, depose and say that (I,We) are the applicant(s) and/or property owner(s) of record on the tax rolls of the property involved in the application, and that the information on the attached map and property owners list, all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct to the best of my knowledge and belief, and the undersigned understands that the applicable application must be complete and accurate before a hearing can be advertised; that any application is neither finally granted nor denied until acted upon by the Mesquite City Council or the Director of the Planning Department or their designee, where applicable. The undersigned being duly sworn on oath further states that this affidavit is made and signed in connection with an Application for a Hearing before the Mesquite City Council and that the undersigned acknowledges that they have carefully read the application and notices included on this affidavit and they understand every part thereof, and are in consent with the information provided with said application. The undersigned further state that they rely wholly upon their own judgment and understanding in signing this affidavit and are not relying in any way upon an employee, officer, or other representative of the City of Mesquite.

Property Owner Signature [Signature] Print Name RAZI NOOR.
Applicant Signature Cathy Koch Print Name Cathy Koch

Notary Public

SUBSCRIBED AND SWORN TO BEFORE ME THIS

18th

DAY OF

January

BY

Razi Noor & Cathy Koch

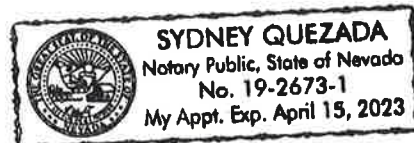
AS THE OWNER/APPLICANT

NOTARY PUBLIC

[Signature]

MY COMMISSION EXPIRES

April 15, 2023



Letter of Intent

92 W. Mesquite Blvd. LaNoor Studios Extension

To the City of Mesquite City Manager's Office.

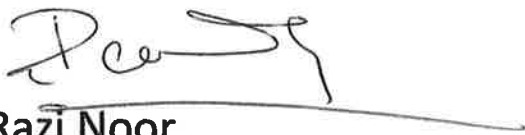
Razi Noor is in the process of building affordable housing located at 92 W. Mesquite Blvd. 29 new units are being built.

Included with the application is a request for financial assistance for the Fire Sprinkler System being installed at the 29 units.

The amount for the Sprinkler System is \$35,373.00 we would like to apply the remaining amount of \$15,000 to the Sprinkler System.

Without this grant, this project would not be possible.

Thank you in advance with assistance on this project,

A handwritten signature in black ink, appearing to read 'Razi Noor', with a long horizontal line extending from the end of the signature.

Razi Noor

92 W. Mesquite Blvd.



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 10/21/2021

Property Information

Parcel: 00116301021
Owner Name(s): NOOR RAZI
Site Address: 92 W MESQUITE BLVD
Jurisdiction: Mesquite - 89027
Zoning Classification: Commercial - Central Business District (CR-3)
Planned Landuse:

Misc Information

Subdivision Name: null
Lot Block: Lot: Block:
Sale Date: 05/2019
Sale Price: \$675,000
Recorded Doc Number: 20190531 00003033
Flight Date: 4/27/2020

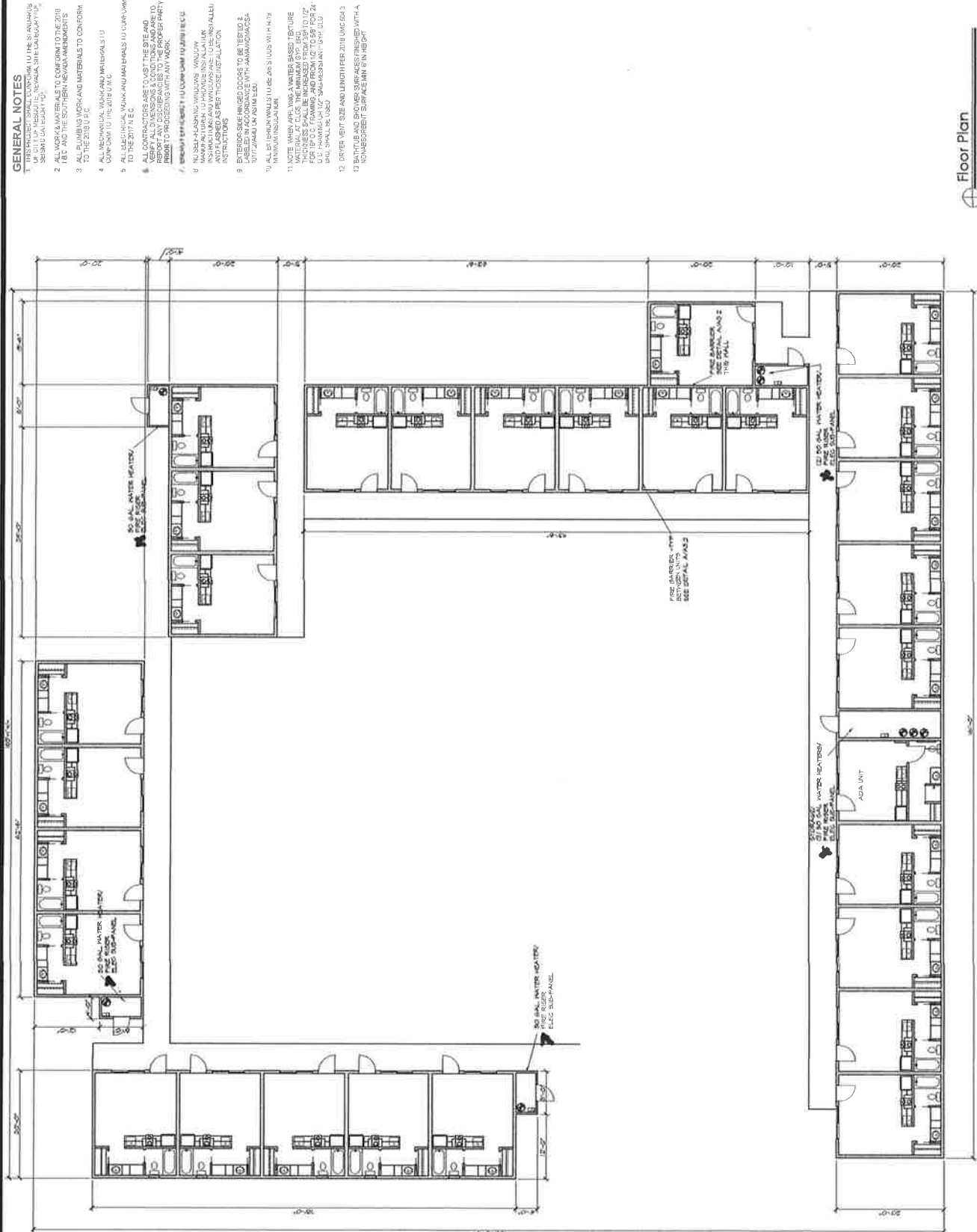
Construction Year: 1955
T-R-S: 13-71-16
Census tract: 7600
Estimated Lot Size: 0.93

Elected Officials

Commission: B - Marilyn Kirkpatrick (D)
US Senate: Jacky Rosen, Catherine Cortez-Masto
State Senate: 12 - Joe Hardy (R)
School District: B - Katie Williams
Board of Education: 4 - Rene Cantu

City Ward:
US Congress: 4 - Steven A. Horsford (D)
State Assembly: 19 - Ann Black (R)
University Regent: 8 - Cathy McAdoo
Minor Civil Division: Mesquite

A1.1



GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 IBC AND THE SOUTHERN NEVADA AMENDMENTS.
2. ALL WORK & MATERIALS TO CONFORM TO THE 2018 IBC AND THE SOUTHERN NEVADA AMENDMENTS.
3. ALL MATERIALS & WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2018 IBC AND THE SOUTHERN NEVADA AMENDMENTS.
4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2018 IBC AND THE SOUTHERN NEVADA AMENDMENTS.
5. ALL MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE 2018 IBC AND THE SOUTHERN NEVADA AMENDMENTS.
6. ALL CONTRACTORS ARE TO VISIT THE SITE AND VERIFY ALL DIMENSIONS & CONDITIONS AND ARE TO REPORT TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCIES OR CONDITIONS NOT SHOWN ON THE DRAWINGS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
9. EXTERIOR DOOR HINGED DOORS TO BE TESTED & LABELED IN ACCORDANCE WITH AMERICAN ASSOCIATION OF CERTIFIED WINDOW MANUFACTURERS (AIA) AND THE 2018 IBC.
10. ALL EXTERIOR DOORS TO BE TESTED & LABELED IN ACCORDANCE WITH AMERICAN ASSOCIATION OF CERTIFIED WINDOW MANUFACTURERS (AIA) AND THE 2018 IBC.
11. NOTE: WHEN APPLYING WATER-BASED FINISHES TO EXISTING SURFACES, THE MINIMUM DRY-FILM THICKNESS SHALL BE 2 MILS. THE MINIMUM DRY-FILM THICKNESS FOR 100% SOLIDS FINISHES SHALL BE 1 MIL. U.C. HANDED UNITS SHALL BE FINISHED WITH A DUAL COAT SYSTEM.
12. ORDER VERY SIZE AND LENGTH PER 2018 IBC 24.3.
13. BATHROOM AND SHOWER SURFACES FINISHED WITH A NON-SLIP SURFACE FINISH 6 IN. HIGH.

Floor Plan
SCALE: 1/8" = 1'-0"
ALL UNITS

A3.1

PROJECT NUMBER:

DATE:

BY:

Floor Plan
1/8 Scale

NO. REVISIONS

PROJECT OWNER:
RAZI NOOR
P.O. BOX 2545
MESQUITE, NV 89024
(702) 885-2515

LANOOR STUDIO
APARTMENTS (PHASE 2)
APN 001-16-301-021
92 W. MESQUITE BLVD.
MESQUITE, NV 89027

MEZONZA ENGINEERING
450 Hillside Drive
Mesquite, Nevada 89024
(702) 376-2280
Fax (702) 376-5360
www.mezonza.com

LaNoor Studios Part 2 - Final RDA Request

Building, Remodeling and Rehabilitation Grant

Fire Alarm		
	GF Fire Design	Delta Fire Systems
Fire Alarm for 29 studio apartments	\$28,700.00	\$35,373.00
Contractors Fee		
Permits1		
Total	\$28,700.00	\$35,373.00
75%	\$21,525.00	\$26,529.75
Match Amount	\$14,574.36	\$14,574.36
Past Grants to this Property	\$85,424.64	
Current Program Cap	\$99,999.00	
Future Max Grant Amount	\$0.00	

1 Lawfully required City development and impact fees may be reimbursed by the RDA. The RDA will consider financial participation up to 75% of eligible costs and fees with an overall cap of \$30,000. The final amount is determined after all permits and approvals are obtained and paid for.

Development and Impact Fees are NOT included in the estimated total project cost on this worksheet.

This property has not previously received any development or impact fee reimbursements.

October 8, 2021

RE: Jackson Construction
La NOOR Studio Apartments Phase 2
Mesquite, NV

Based on plans dated 2/2021, Stamped by George Timiskas 5/7/21.

OPTION A- PARTS & SMARTS PRICE

\$19,476.00

- Engineer fire alarm system shop drawings (required architectural drawings to be provided by Owner first)
- Provide panels and devices (boxes, wire, conduit excluded—provided by others)
- Test system installation by electrician (if any issues—on installers to troubleshoot)
- Permit closeout and testing with city officials
- Price is based per code. No Fire Alarm devices were shown, so the price is based on local and national code requirements.
- Testing of system after installation – verifying no ground faults, device mismatches or other troubles—Delta will test and assume work on system once system clear of any of these issues

(Excluded from Delta's Scope): OPTION A

- Breaker to be labeled red (per NEC) with breaker lock installed
- Provide and Install Wire, Backboxes, Fittings, straps, Conduit
- Installation Labor (rough and trim)
- Installation of devices, including setting dip switches and providing device location names and points (in correlation to plans done by Delta) to Delta programmer for testing and to match locations on plans
- As-Built Redline Drawings for variations (hand drawn on our plan are acceptable)

OPTION B- TURNKEY FA INSTALLATION

\$35,373.00

- Engineer fire alarm system shop drawings (required architectural drawings to be provided by Owner first)
- Provide wiring, boxes, FA hardware, panels, and labor to installation
- Test system
- Permit closeout and testing with city officials
- Price is based per code. No Fire Alarm devices were shown, so the price is based on local and national code requirements

FIRE ALARM MONITORING

\$65/MONTH/BLDG

-Price is contingent on the signing of a 36 month contract. Other pricing options available on request.

EXCLUSIONS AND/OR CLARIFICATIONS:

- Any parts and associated labor that deviate the bid set plans, or included BOM. Job was based on (1) Low Frequency Horn Strobe in the Living/Sleeping area, and (1) additional Strobe in the ADA Bathroom. It is assumed that all smokes in dwelling units will be high voltage residential style not tied to the main fire alarm panel
- Installation of 120V circuit from dedicated breaker to panel
- The execution of an acceptable contract by Delta Fire Systems, Inc. is an express condition precedent to acceptance and enforcement of this proposal.
- Monitoring service – we can provide, but not included in this price. We can monitor through our UL Listed Monitoring Center.
- Specialty color paint of devices not included in price. Base price includes white initiating and notification devices where allowable, with a black or red control panel, and red manual pull stations.
- Labor is 7AM to 4PM only and does not include shift, overtime, double-time, weekend, holiday, or night work. Assumes unobstructed full day access, consecutive days onsite, to complete work. Only one mobilization and demobilization.
- Sheet rock repair, ceiling tile or hard lid ceiling repair, fire caulking, landscaping, painting, excavating, or anything else specifically outside of this included scope above.
- Billing to be monthly progress billings for the work completed within that given month. Terms NET30 for payment



DELTAFIRESYSTEM.COM
(O) 801-972-4500 | (F) 801-972-6563
License #: 227919-5501 | 9204816-6501
1507 South Pioneer Road | Salt Lake City, UT 84104

- Due to the changing and volatile cost of resources and materials included in this proposal, the price of materials in this proposal may vary with time and the availability of the prices used in this proposal is conditioned upon and subject to pricing availability from suppliers. This material pricing is valid for 30 days from the date of this bid. After 30 days, we reserve the right to increase material prices by 2% and continue to increase 2% every 90 days thereafter.
- Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor (Delta Fire Systems) is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor.

Thank you for this opportunity to quote work for you. Please reach out any time you need anything fire system related.

You may contact me at 435.668.2448 or Ethan.hayes@deltafire.us

Please indicate above the desired

Sincerely,

Ethan Hayes

Southern UT/NV Division Manager,
Delta Fire Systems, Inc.

Customer Purchase Order Number (if applicable)

Date

Acceptance: Authorized Signature

Title & Company Name

Printed Name



DELTAFIRESYSTEM.COM
(O) 801-972-4500 | (F) 801-972-6563
License #: 227919-5501 | 9204816-6501
1507 South Pioneer Road | Salt Lake City, UT 84104

Bill of Material:

Count	
	MATERIAL
	<u>SYSTEM PARTS / FACP / PANELS / BOOSTERS</u>
5.00	Conventional SK-4 Panel
5.00	Cellular Communicator (Telguard powered off panel or Starlink)
	<u>MISCELLANEOUS</u>
1.00	System Records Document Cabinet
10.00	12v7AH Batteries (PW-PS1270)
3.00	1000' of NAC Horn Wire
	<u>NOTIFICATION DEVICES - SYSTEM SENSOR as standard (Eaton Wheelock for cheaper)</u>
30.00	Low Frequency Sounder/Strobe
5.00	Weatherproof Horn Strobe Wall Mount
	<u>INITIATING / CONTROL DEVICES</u>
5.00	Base for Detectors, Standalone
5.00	Manual Pull Station
5.00	Smoke Detector - Addressable



GF FIRE DESIGN

Complete Fire Protection Services

5860 Wynn Rd – #A
Las Vegas, NV 89119
Tel (702) 405-8785

Fax (702) 441-0805

Email: Gus@gffiredesign.com

Date: October 8, 2021

State of Nevada State Contractors' Board License# 0072494 BID LIMIT: 1,200,000.00

Jackson Contracting, LLC

P.O. Box 316

Littlefield, AZ 86432

Tel: (435) 229-1792

Email: Jacksoncontractingaz@outlook.com



PROPOSAL

Project: LaNoor Apt.

92 W. Mesquite Blvd

Mesquite, NV 89027

Attn: Damon

GF Fire Design, LLC. is pleased to submit the following proposal for your **Fire Sprinkler & Fire alarm Systems** At the address mentioned above Per **NFPA 13R** and Local Fire Codes. Our price (based of Pricing set – 5/6/2021) of:

Fire sprinkler systems:

1. Fire Sprinkler Systems (5 Unit - BLDG. A): \$6,350.00 (Six Thousand Three Hundred Fifty Dollars)
2. Fire Sprinkler Systems (4 Unit - BLDG. B): \$5,100.00 (Five Thousand One Hundred Dollars)
3. Fire Sprinkler Systems (3 Unit - BLDG. C): \$3,900.00 (Three Thousand Nine Hundred Dollars)
4. Fire Sprinkler Systems (7 Unit - BLDG. D): \$8,600.00 (Eight Thousand Six Hundred Dollars)
5. Fire Sprinkler Systems (10 Unit - BLDG. E): \$12,000.00 (Twelve Thousand Dollars)

Fire Alarm systems:

6. Fire Alarm Systems (5 Unit - BLDG. A): \$5,200.00 (Five Thousand Two Hundred Dollars)
7. Fire Alarm Systems (4 Unit - BLDG. B): \$4,300.00 (Four Thousand Three Hundred Dollars)
8. Fire Alarm Systems (3 Unit - BLDG. C): \$3,500.00 (Three Thousand Five Hundred Dollars)
9. Fire Alarm Systems (7 Unit - BLDG. D): \$6,500.00 (Six Thousand Five Hundred Dollars)
10. Fire Alarm Systems (10 Unit - BLDG. E): \$9,200.00 (Nine Thousand Two Hundred Dollars)

Fire Sprinklers (Bldgs. # A, B,C,D, E - 1 Story Dwelling Bldgs.) - NFPA 13R Criteria:

This includes plans, **2 permit (1 per floor)** and design with a "Residential Density" design for LaNoor Apt.. A min. water pressure of "75-85" static shall be required to sustain fire system. All labor, materials, permits and fees for the above-mentioned project shall be included. **We will start from 1'-0" inside of building (Riser room).** A WET system shall be installed for inside entire buildings. The WET system will consist of a CPVC main & Branch lines piping from 1st floor to protect all dwelling units. **No Upright protection required in this NFPA 13D OR 13R Criteria.** All bedrooms, closets, kitchen and living rooms areas will be protected with a white, semi-recessed, pendant heads spaced at 14 x14 as required by NFPA standards. All fire penetration to be fire caulk by GF Fire. No Garages protection shall be provided at this time.

Fire Alarm (Bldgs. # A, B,C,D, E - 1 Story Dwelling Bldgs.) - NFPA 72 Criteria:

This price includes plans, design, permits, all parts, labor and install to the Fire Alarm Systems at the LaNoor Facility.

Scope of work is as follows: GF Fire design will install (1) **New fire alarm panel, fire horn/strobes throughout facility, pull station, mini-horn, Low Frequency horns, smoke detector, modules, and control relays** to comply with NFPA 72 standard in reaching a min. 80db throughout facility. GF Fire will also install all its required wiring with #14/2, #18/2, #18/4 MC Cable, straps and boxes in interior walls and/or above ceiling. All fire alarm system will be code compliant and will meet Local fire dept. standards. Two Phone lines will need to be provided for fire monitoring.

GF FIRE DESIGN



Complete Fire Protection Services

5860 Wynn Rd – #A
Las Vegas, NV 89119
Tel (702) 405-8785

Fax (702) 441-0805

Email: Gus@gffiredesign.com

Date: October 8, 2021

State of Nevada State Contractors' Board License# 0072494 BID LIMIT: 1,200,000.00

Exclusions (Fire Sprinkler & fire alarm):

Fire pump, underground, dcda, Post indicator valve, stand pipe NFPA13 system
Painting of Pipe, Electrical, Duct detector, in-building riser, fire alarm - NFPA 72
Patching of Drywall, Plaster, insulation, Concrete, Crickets, soffits (pipe conceal)
Changes Made By the Owner or any by AHJ, wrap insurance coverage
Downtime, Overtime
Special System

With your signed approval of the above services, please Fax & Mail this Proposal to GF Fire Design, LLC.

I the undersigned agree to the above project. BID good for 30 days. All other repairs need approval before commencing. PAYMENT TERMS: NET. 30 DAYS

Payment Term: 30% Down Payment to start; progress billing OF 90%; 10% after final inspection

Gus caballero
GF Fire Design, LLC/ Owner

Authorized Signature

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Razi NCOR	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Sole Proprietor	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 29 N. Dairy Ln	Requester's name and address (optional)
6 City, state, and ZIP code mesquite, NV 89027	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
7	3	0	-	1	0	-	6	6	5
or									
Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person ▶ **Razi NCOR**

Date ▶ **10-19-21**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dixie Leavitt Agency 115 North Main Street PO Box 1744 Cedar City UT 84720	CONTACT NAME: Jennifer Glammeyer PHONE (A/C, No, Ext): (435) 586-9463 FAX (A/C, No): (435) 586-0609 E-MAIL ADDRESS: jennifer-glammeyer@leavitt.com														
INSURED Razi Noor 29 Dairy Lane Mesquite NV 89027	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Northfield Insurance Company</td><td>27987</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Northfield Insurance Company	27987	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Northfield Insurance Company	27987														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 21/22

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			WS374320	5/30/2021	5/30/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Razi Noor

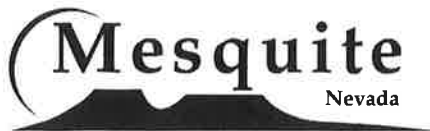
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Glammeyer/JEGLAM

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CHECK REQUEST

DATE 12/16/19

CHECK AMOUNT \$ 25,987.14

PAYABLE TO: LaNoor Studios # 16671

ADDRESS: 92 West Mesquite Blvd.


CITY: Mesquite STATE: NV ZIP: 89027

REASON FOR EXPENDITURE: Reimburse for RDA Building, Remodeling, and
Rehabilitation expenses made by property owner per grant agreement

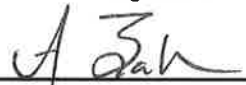
ACCOUNT # 25-85-653

DEPT. REQUESTED: City Manager's Office

REQUESTED BY: Martine Green
Name


Signature

AUTHORIZED BY: Aaron Baker
Name


Signature



AGENDA ITEM
Redevelopment Agency
Meeting Date: February 8, 2022
Submitted by: Martine Green
Submitting Department: City Manager

Administrative

Consideration for approval for RDA funds of \$99,999 for 151 E. First South Street for pre-construction costs of Architect (SPARC Design) , Structural Engineer (Vector Engineers) and Sils Engineer (GES).

- Public Comment
 - Discussion and Possible Action
-

PETITIONER: Martine Green, Deputy City Manager **DEPARTMENT:** City Manager

RECOMMENDATION:

Approve RDA funds of \$99,999 for 151 E. First South Street for pre-construction costs of Architect (SPARC Design) , Structural Engineer (Vector Engineers) and Sils Engineer (GES).

Background:

Fiscal Impact: RDA funds available for \$99,999.00

Budgeted Item: Yes

Attachments:

- [RDA 151 Full file.pdf](#)

City of Mesquite NV
10 East Mesquite Blvd
Mesquite, NV 89027

To whom it may concern,

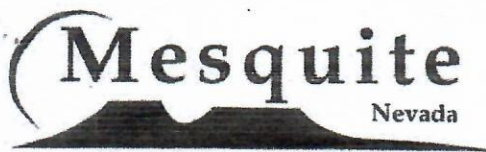
I am requesting Redevelopment Agency Funds to assist in the construction of 10 apartments on 151 and 161 E First South St, in Mesquite NV. The funds will assist in the building of the apartments. We plan on building 6, 2-bedroom apartments and 4, 1-Bedroom apartments. Our goal is to start construction in the next 2-3 months and be finished within 6 months from there.

Our plan is to be complete in the 6 months, but with the shortage of supply chains and labor forces, it will be challenging.

I have attached color renderings, floor plans of the units and elevations. Please look them over and let me know if you have any questions.

Thank you for this opportunity and I look forward to building in the City of Mesquite.

Chris Darling
CDJT Holdings LLC



City Manager's Office
10 East Mesquite Boulevard
Mesquite, NV 89027
Phone: (702) 346-5295
Fax: (702) 346-2795

FINANCIAL ASSISTANCE APPLICATION

This program provides Redevelopment Agency (RDA) Funds to assist any property owner(s) or tenant(s) who are interested in upgrading or expanding their business located within the boundaries of the Redevelopment Area (explain-where located?).

Please submit a complete application with the listed required documents and appropriate signatures to avoid any delays in application process. Please print legibly in either blue or black ink.

1. TYPE OF APPLICATION (check one)

- ☐ Facade Rehabilitation Program
☐ Sign Replacement Program
☒ Building, Remodeling or Rehabilitation Program

2. PROPERTY INFORMATION

Business Name: CDJT Holdings LLC		
<input type="checkbox"/> Corporation (DBA)	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship
Physical Address: 5305 Secluded Brook Ct		
Mailing Address: Same		
City: LV	State: NV	Zip Code: 89149
Phone:	Cell: 702-419-7708	Fax:
Building Use: Apartments		

3. APPLICANT INFORMATION

Name: CDJT Holding LLC		
Mailing address: 5305 Secluded Brook Ct		
City: LV	State: NV	Zip Code: 89149
Phone:	Cell: 702-419-7708	Fax:
Do you <input type="checkbox"/> Own <input type="checkbox"/> Rent or <input type="checkbox"/> Lease the subject property?		
If you are not the property owner, then owner must complete section 4 and sign the application.		

4. PROPERTY OWNER			
Owner name: <u>CDJT Holdings</u>			
Mailing address: <u>5305 Secluded Brook ct</u>			
City: <u>LV</u>	State: <u>NV</u>	Zip Code: <u>89149</u>	
Phone:	Cell: <u>702-419-7708</u>	Fax:	
Are there multiple owners? [] Yes or [<input checked="" type="checkbox"/>] No If yes, provide executed Affidavit for each.			

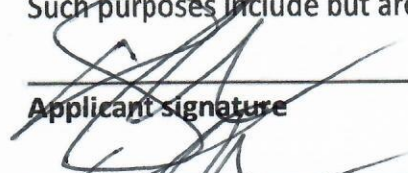


5. CONTACT PERSON OR REPRESENTATIVE			
Name: <u>Chris Darling</u>			
Mailing address: <u>5305 Secluded Brook ct</u>			
City: <u>LV</u>	State: <u>NV</u>	Zip Code: <u>89149</u>	
Phone:	Cell: <u>702-419-7708</u>	Email:	

I / We hereby affirm that I / we have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my / our knowledge. I / We agree to provide the City of Mesquite (hereinafter "City") with access to the subject property, as deemed necessary by the City, to make all reasonable inspections, investigations and take pictures of the subject property during the process period associated with the application.

I / We have read and understand the selected financial assistance program guidelines, accept the qualifications, and understand that in order for my request of funds to be approved, I / We must agree to work within and follow the recommendations of the Redevelopment Agency (hereinafter "RDA") before starting any work on the subject property following approval of the application. I / We further understand that I / we must complete, sign and have notarized a Program Agreement to initiate a date of project execution.

I / We understand that applying for grant funds does not obligate the RDA to allocate funds for the specified project. I / We understand that only after the review and approval of the application and plans will the RDA authorize funds. I / We further understand that the project shall comply with the selected Program Guidelines and only upon approved final inspections by the City, will the RDA be obligated to disburse the authorized funds.

I / We grant permission to the City to potentially use my / our personal and business image(s), voice, name and/or other related content gathered through the RDA Grant Process for promotional purposes. Such purposes include but are not limited to brochures, newsletters, videos and digital images.

	<u>1/7/22</u>
Applicant signature	Date
	<u>1/7/22</u>
Owner signature	Date
	<u> </u>
Owner signature	Date

PROGRAM APPLICATION REQUIREMENTS

ALL Application Requirements

- Complete signed application form.
- A letter of intent and requested amount for project.
- Signed & notarized Applicant and Owner Affidavit (one for each owner if multiple).
- Provide three (3) bids or competitive quotes for proposed work with an itemized cost estimate. 24 x 36 Site Plan folded to 9" x 12" size for proposed rehabilitation project. (Please refer to Mesquite Municipal Code Section 9-5-4C).
- Proof of Insurance for all projects exceeding \$5,000.00.
- Completed W-9 form. 24" x 36" **color** exterior rendering of exhibit.
- 8½" x 11" color copy of exterior rendering of exhibit.
- 24" x 36" color exterior rendering of exhibit.
- A digital copy of submittal, AutoCAD Version 14 or higher for plans and .TIF, .JPG for images. Certain other documents can be submitted in .DOC, .RTF, .PDF or .XLS formats.
- Project may require development application review, additional copies of project may be required (i.e. Architectural Review Committee, CUP).

Sign Replacement Specific Requirements

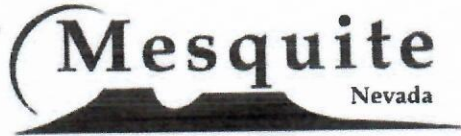
- Submit a corporate resolution or a power of attorney (authorized signers for representation)." x 11" site plan for proposed pole sign replacement projects.
- Submit a corporate resolution or a power of attorney (authorized signers for representation).
- 8 ½" X 11" site plan for proposed pole sign replacement projects.

Façade Specific Requirements

- Submit a corporate resolution or a power of attorney (authorized signers for representation).
- 8½" x 11" copy of existing and proposed front building elevations showing the exterior dimensions of the structure in square footage measurements.

Building, Remodeling or Rehabilitation Specific Requirements

- Submit a copy of the executed corporate resolution, bylaws of the section verifying signature authorization or power of attorney.
- 8½" x 11" copies of the exhibit.



Property Owner/Applicant Affidavit

Project Information

- | | |
|--|---|
| <input type="checkbox"/> Administrative Adjustment | <input type="checkbox"/> Development Agreement |
| <input type="checkbox"/> Temporary Commercial Permit | <input type="checkbox"/> Abandonment |
| <input type="checkbox"/> Development Code Amendment | <input type="checkbox"/> Tentative Map |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Extension of Time |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Architectural / Site Plan Review |
| <input type="checkbox"/> Final Map | <input type="checkbox"/> Zoning / Master Plan Amendment |
| <input type="checkbox"/> Boundary Line Adjustment | <input type="checkbox"/> Parcel Map |
| <input type="checkbox"/> Zoning Verification | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Street Name / Number Change | <input type="checkbox"/> Other _____ |

Project Location 151 E First South St

Assessor's Parcel No(s) 001-16-701-010

Applicant Information

Property Owner(s) CDJT Holdings

Mailing Address 5305 Secluded Brook Ct LV NV 89149

Applicant (if different than Owner) _____

Mailing Address _____

(I, We) the undersigned, being duly sworn, depose and say that (I, We) are the applicant(s) and/or property owner(s) of record on the tax rolls of the property involved in the application, and that the information on the attached map and property owners list, all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct to the best of my knowledge and belief, and the undersigned understands that the applicable application must be complete and accurate before a hearing can be advertised; that any application is neither finally granted nor denied until acted upon by the Mesquite City Council or the Director of the Planning Department or their designee, where applicable. The undersigned being duly sworn on oath further states that this affidavit is made and signed in connection with an Application for a Hearing before the Mesquite City Council and that the undersigned acknowledges that they have carefully read the application and notices included on this affidavit and they understand every part thereof, and are in consent with the information provided with said application. The undersigned further state that they rely wholly upon their own judgment and understanding in signing this affidavit and are not relying in any way upon an employee, officer, or other representative of the City of Mesquite.

Property Owner Signature

Print Name

Jill Tucker

Applicant Signature

Print Name

Jill Tucker

Notary Public

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27 DAY OF December

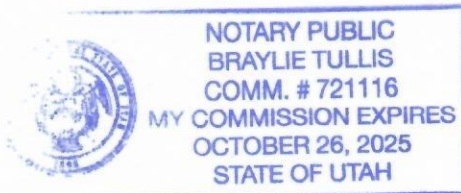
BY Braylie Tullis

AS THE OWNER/APPLICANT

NOTARY PUBLIC

Braylie Tullis

MY COMMISSION EXPIRES 10/26/25



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CDJT Holdings LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5305 Secluded Brook

6 City, state, and ZIP code
Las Vegas NV 89149

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

38	-	3747898
----	---	---------

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [Signature] Date ▶ 12/27/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, etc. or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

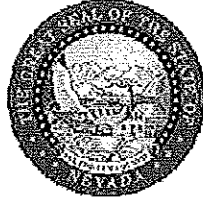
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

DEAN HELLER
Secretary of State

RENEE L. PARKER
Chief Deputy
Secretary of State

PAMELA RUCKEL
Deputy Secretary
for Southern Nevada

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

CHARLES E. MOORE
Securities Administrator

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

ELLICK HSU
Deputy Secretary
for Elections

Filing Acknowledgement

October 31, 2006

Job Number	Limited Liability Company Number	
C20061101-0400	E0798662006-1	
Filing Description	Document Filing Number	Date/Time of Filing
Articles of Organization	20060701009-95	October 31, 2006 04:34:31 PM
Limited Liability Company Name	Resident Agent	
CDJT HOLDINGS, LLC	PEEL BRIMLEY LLP	

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recordings Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in cursive script, appearing to read "Dean Heller".

DEAN HELLER
Secretary of State

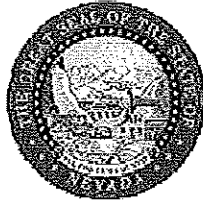
Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

DEAN HELLER
Secretary of State

RENEE L. PARKER
Chief Deputy
Secretary of State

PAMELA RUCKEL
Deputy Secretary
for Southern Nevada

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

CHARLES E. MOORE
Securities Administrator

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

ELLYCK HSU
Deputy Secretary
for Elections

Certified Copy

November 1, 2006

Job Number: C20061101-0400

Reference Number:

Expedite:

Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20060701009-95	Articles of Organization	1 Pages/1 Copies



Respectfully,

Handwritten signature of Dean Heller.

DEAN HELLER
Secretary of State

By

Handwritten signature of the Certification Clerk.

Certification Clerk

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138



DEAN HELLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Entity #
E0798662006-1
Document Number
20060701009-95

Date Filed:
10/31/2006 4:34:31 PM
In the office of

Dean Heller

Dean Heller
Secretary of State

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company	CDJT HOLDINGS, LLC	Check box if a Series Limited-Liability Company <input type="checkbox"/>
2. Resident Agent Name and Street Address: <small>(must be a Nevada address where process may be served).</small>	PEEL BRIMLEY LLP Name 3333 EAST SERENE AVENUE, SUITE 200 Physical Street Address HENDERSON City NEVADA State 89074 Zip Code Additional Mailing Address City State Zip Code	
3. Dissolution Date: <small>(OPTIONAL-see instructions)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual):	
4. Management: <small>(check one)</small>	Company shall be managed by <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Members	
5. Names Addresses of Manager(s) or Members: <small>(attach additional pages as necessary)</small>	JILL M. TUCKER Name 3430 E. RUSSELL ROAD, NO. 301-19 Address LAS VEGAS City NV State 89120 Zip Code Name Address City State Zip Code Name Address City State Zip Code	
6. Names, Addresses and Signatures of Organizers <small>(If more than one organizer attach additional page)</small>	JAMES W. CLAFLIN JR., ESQ. Name <i>James W. Clafin</i> Signature 3333 EAST SERENE AVENUE, SUITE 200 Address HENDERSON City NV State 89074 Zip Code	
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named limited-liability company. <i>James W. Clafin</i> Authorized Signature of R.A. or On Behalf of R.A. Company Date 10/31/06	

This form must be accompanied by appropriate fees.

Reset

Nevada Secretary of State Form: LLC ARTS 2005
Revised on 12/18/05

SECRETARY OF STATE



LIMITED LIABILITY COMPANY CHARTER

I, DEAN HELLER, the Nevada Secretary of State, do hereby certify that **CDJT HOLDINGS, LLC** did on October 31, 2006, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on November 1, 2006.



DEAN HELLER
Secretary of State

By

Certification Clerk



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 12/31/2020

Property Information

Parcel: 00116701010
Owner Name(s): CITY OF MESQUITE
Site Address: 151 E FIRST SOUTH ST
Jurisdiction: Mesquite -
Zoning Classification: Commercial - Central Business District (CR-3)
Planned Landuse:

Misc Information

Subdivision Name: null
Lot Block: Lot: Block:
Sale Date: 04/2006
Sale Price: \$125,000
Recorded Doc Number: 20060403 00003836
Flight Date: Jun.08.2019

Construction Year:

T-R-S: 13-71-16
Census tract: 7600
Estimated Lot Size: 0.22

Elected Officials

Commission: B - Marilyn Kirkpatrick (D)
US Senate: Jacky Rosen, Catherine Cortez-Masto
State Senate: 12 - Joe Hardy (R)
School District: B - Christine "Chris" Garvey
Board of Education: 4 - Mark Newburn

City Ward:

US Congress: 4 - Steven A. Horsford (D)
State Assembly: 19 - Chris Edwards (R)
University Regent: 8 - Cathy McAadoo
Minor Civil Division: Mesquite

151 & 161 E. First South St., Mesquite, NV 89027

Building, Remodeling and Rehabilitation Grant

	Bid 1	Bid 2
	SPARC Design	PAZ Design
Architect	\$ 88,000.00	\$ 96,000.00
	Vector Engineers	Rimrock Eng.
Structural Engineer	\$ 5,750.00	\$ 15,200.00
	GES	MMT
Sils Engineer	\$ 3,300.00	\$ 13,200.00
	Select Build Nev	Performance Builders
Stucco	\$ 67,860.00	\$ 81,581.00
	SNAP	J&J Plumbing
Plumbing	\$ 131,681.00	\$ 161,264.60
	Next Level Paving	Aggregate Ind.
Paving	\$ 44,099.90	\$ 61,650.00
Contractors Fee		
Permits ¹		
Total for both parcels	\$ 340,690.90	\$ 428,895.60
Each Parcel Eligible Amount	\$ 170,345.45	
Match Amount	\$ 99,999.00	
Past Grants to this Property		
Current Program Cap each parcel	\$99,999.00	
Future Max Grant Amount		

¹ Lawfully required City development and impact fees may be reimbursed by the RDA. The RDA will consider financial participation up to 75% of eligible costs and fees with an overall cap of \$30,000. The final amount is determined after all permits and approvals are obtained and paid for.

Development and Impact Fees are NOT included in the estimated total project cost on this worksheet.

This property has not previously received any development or impact fee reimbursements.



Builders First Source dba
SelectBuild Nevada

Fax 702.995.2835
6255 Range Rd
Las Vegas, NV 89115
www.buildwithbmc.com
Lic. #79700

January 7, 2022

CDJT Holdings LLC
5305 Secluded Brook Cir
Las Vegas, NV 89149

Attn: Chris Darling

Re: Mesquite Apartments

Builders FirstSource. dba Select Build Nevada respectfully submits its bid for the stucco contract for the above referenced project. The prices proposed herein are based on the progress set plans dated 12/03/2021 by Sparc Design.

SelectBuild Nevada, Inc. – Stucco Division

Quality is our culture. We are the first in the United States that was certified by the NAHB Research Center's NHQ Quality Assurance Certification Program.

Price Proposal

The proposed prices are valid through 06/30/2021 provided the award of the contract or letter of intent is received by SelectBuild Nevada within thirty (30) days of the date of this proposal.

Specifications

Omega Diamond Wall One Coat System

ESR-1194

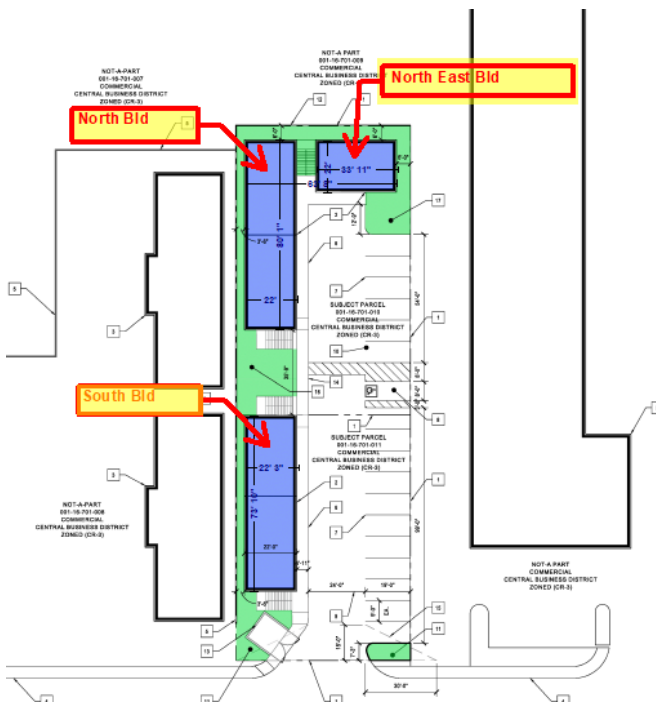


Builders First Source dba
SelectBuild Nevada

Fax 702.995.2835
6255 Range Rd
Las Vegas, NV 89115
www.buildwithbmc.com
Lic. #79700

BASE BID AMOUNTS:

Mesquite Apartments		
Date: 01/07/2022		
Subject: Stucco Pricing		
	Lace / Sand	Dash / Sand
Description	Amount	Amount
North East Building	\$15,885.00	\$17,650.00
North Building	\$26,145.00	\$29,050.00
South Building	\$25,830.00	\$28,700.00
Total of three buildings	\$67,860.00	\$75,400.00



Bid Clarifications

Inclusions:

- ✓ Bagged sand is to be utilized in all stucco mixes.



Builders First Source dba
SelectBuild Nevada

Fax 702.995.2835
6255 Range Rd
Las Vegas, NV 89115
www.buildwithbmc.com
Lic. #79700

- ✓ 1-Coat Stucco System with natural color, **Lace finish** (Also we propose and option with Dash finish) applied over 1" 20 ga. wire, over EPS foam, over 1 layer of 60-minute grade black paper on walls.
- ✓ 1-Coat Stucco System with natural color, **Lace finish** (Also we propose and option with Dash finish) applied over paperbacked Hi-Rib metal lath at framed soffits.
- ✓ **Sand 16 finish** applied over EPS foam pop outs. All pop outs are to be adhesively attached and will receive mesh and basecoat over entire surface area.
- ✓ Galvanized corner aid at all wall corners.
- ✓ Galvanized Control joints on exterior ceilings larger than 11sy.
- ✓ Polycarbamate caulking (Rainbuster 900).
- ✓ Quickflash at the exterior penetrations.
- ✓ Water resistant membrane (Bituthene) on all horizontal surfaces greater than three inches wide.
- ✓ Set up and tear down of scaffolding.
- ✓ Clean up of lath material debris and its placement into dumpsters.
- ✓ Raking back of stucco debris from building perimeter to a maximum of three (3) feet. Clean up and removal from site is to be by others.

Exclusions:

- ✗ Acquisition and installation of any stone veneer.
- ✗ All work associated with pre-cast unless specifically mentioned above.
- ✗ Acquisition and installation of any drywall if required.
- ✗ All work associated with any metal flashings unless specifically mentioned above.
- ✗ All work associated with self-adhering membrane flashing around windows.
- ✗ Installation of any sealant rod and caulking.
- ✗ Furnishing and installing vent screeds.
- ✗ Furnishing and installing drip screeds.
- ✗ Furnishing and installing access panels.
- ✗ Interior corner reinforcement.
- ✗ Tyvek products.
- ✗ Bonding Agents.
- ✗ Acrylic finishes.
- ✗ Removal and hauling away of debris.
- ✗ Polyurethane shutters by Hennis.
- ✗ Stucco on Eaves and Rakes.

The general contractor is responsible for supplying electrical power, water, and dumpsters at the job site.

General Clarifications

This proposal does not include the cost of bond; liquidated damages; pro-rata back charges to the sub-trades for broken glass, etc.; shop drawings. We require the following services (cost to be borne by



Builders First Source dba
SelectBuild Nevada

Fax 702.995.2835
6255 Range Rd
Las Vegas, NV 89115
www.buildwithbmc.com
Lic. #79700

others) to perform our work: Builders Risk Insurance with extended coverage; lights; power; water; scavenger service from site.

It is the builder's responsibility to assure that the finish grade is placed a minimum of 4" below the weep screed and that any hard substrate is placed a minimum of 2" below the weep screed.

This proposal will become firm and binding at the time when both parties execute a subcontract agreement.

Respectfully submitted,
SelectBuild Nevada – Stucco Division.

Luis A Gutierrez
Project Manager – Stucco
Cel: 702-271.1955



MESQUITE MATERIALS TESTING, L.L.C.

Contract Job Order

JOB ORDER DATE: _____ MMT JOB NUMBER: _____

CLIENT: _____

ADDRESS: _____ PHONE: _____

CITY: _____ STATE: _____ ZIP: _____

PARTY RESPONSIBLE FOR PAYMENT: _____

SCOPE OF WORK:

ESTIMATE GIVEN: YES: ____ NO: ____ BY: _____

AMOUNT: _____

BILLING TERMS: _____

FINANCE CHARGES AND COLLECTION TERMS

A FINANCE CHARGE of 1.5 percent per month (Annual Percentage Rate of 18 percent) will be assessed to all past due accounts, and if collection is made by suit or otherwise, the client agrees to pay INTEREST, COLLECTION COSTS, and reasonable ATTORNEY'S FEE'S, and hereby waives all rights to claim exemptions under state law. All amounts due to Mesquite Materials Testing, L.L.C., are to be paid at 752 W. Pioneer Blvd., Mesquite, Nevada 89027 or such other place as Mesquite Materials Testing, L.L.C., may hereafter designate in writing.

LIMITATIONS OF WARRANTIES

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MESQUITE MATERIALS TESTING, L.L.C., SHALL IN NO WAY BE DEEMED OR HELD TO BE OBLIGATED, LIABLE, OR ACCOUNTABLE UPON OR UNDER ANY GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, IN ANY MANNER OR FORM BEYOND THE REDOING OF THE ABOVE-DESCRIBED WORK SHOULD IT BE INCORRECT, AND THAT MESQUITE MATERIALS TESTING, L.L.C., SHALL IN NO WAY BE HELD LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. MESQUITE MATERIALS TESTING L.L.C., WILL HOWEVER, RE-DO THE WORK DESIGNATED ABOVE SHOULD IT PROVE TO BE INCORRECT IN ANY WAY, AT NO COST TO CLIENT.

ACCEPTANCE

Sign and return copy if proposal is acceptable. Your signature constitutes a legal and binding obligation.

Signature: _____

Dated: _____

752 W. PIONEER BLVD.
MESQUITE, NV 89027
PHONE: (702) 346-2050
FAX: (702) 345-3133

6885 SPEEDWAY BLVD., SUITE Y105
LAS VEGAS, NV 89115
PHONE: (702) 643-2804
FAX: (702) 643-2857

WEB SITE <http://www.mmtnevada.com>



2021 Fee Schedule

1 of 2

752 W. Pioneer Blvd.
Mesquite, NV 89027
PH: 702-346-2050 FAX: 702-345-3133



Asphalt	Test Procedure	Test Method	Price
	Bulk Specific Gravity Asphalt Cores (set of 3)	AASHTO T166, ASTM D2726	\$140
	Ignition Extraction only (no sieve)	AASHTO T308, ASTM D6307	\$110
	Ignition Extraction w/ sieve analysis	AASHTO T308, T30; ASTM D6307, D5444	\$200
	Centrifuge Extraction w/sieve analysis	ASTM D2172	\$220
	Marshall Mix Design	AASHTO T254, ASTM D1559-89	\$2,100
	Marshall Stability, Flow and Unit Wt. (set of 3)	AASHTO T254, ASTM D1559-89	\$250
	Maximum Specific Gravity (Rice)	AASHTO T209, ASTM D2041	\$100
	Moisture on AC Mix		\$30
	Lottman	AASHTO T283	\$550
	Open Grade Mix Design		\$1,400
	Asphalt Coring acceptance w/out Engineer Stamp (set of 5)	Clark Co. Uniform Stand. Spec.401.03.12	\$800
	Asphalt Coring acceptance w/Engineer Stamp 5" & greater (set of 5)	Clark Co. Uniform Stand. Spec.401.03.12	\$1,100
	Asphalt Coring acceptance w/ Engineer Stamp (set of 5)	Clark Co. Uniform Stand. Spec.401.03.12	\$850
APA Rut Tester AVC Compactor	Cores that have been cut & corelok @ 8000 cycles in air	(SET OF 3)AASHTO T 340-10	\$900
	Cores that need cutting & corelok @ 8000 cycles in air	(SET OF 3)AASHTO T340-10	\$1,100
	Beams, compacted & bulk sp. Gr @ 8000 cycles in air	(SET OF 3)AASHTO T340-10	\$1,100
	Beams, compacted & bulk sp. Gr @ 20,000 cycles in air	(SET OF 3)AASHTO T340-10	\$1,700
Aggregate and Soil	Test Procedure	Test Method	Price
	Clay Lumps & Friable Particles in Aggregates	AASHTO T112, ASTM C142	\$80
	Cleanness Value of Aggregate, CV	NDOT T228	\$130
	Concrete Aggregates (Coarse)	ASTM C 33	\$1,200
	Concrete Aggregates (Fine)	ASTM C 33	\$1,200
	Flat and Elongated Particles	ASTM D4791	\$100
	LA Abrasion	AASHTO T96, ASTM C131	\$180
	Fractured Face Particles in Coarse Aggregate	ASTM D5821	\$100
	Lightweight Pieces in Aggregate	AASHTO T113, ASTM C123	\$120
	Standard Moisture/Density (Proctor)	AASHTO T99, ASTM D698	\$180
	Modified Moisture/Density (Proctor)	AASHTO T180, ASTM D1557	\$180
	Modified Moisture/Density (Proctor) w/Specific Gravity	AASHTO T180, ASTM D1557	\$220
	Organic Impurities in Fine Aggregates	AASHTO T21, ASTM C40	\$80
	Plasticity Index	AASHTO T89 & T90, ASTM D4318	\$100
	R-Value	AASHTO T190, ASTM D2844	\$320
	Sand Equivalent	AASHTO T176, ASTM D2419	\$100
	Sieve Analysis (coarse & fine)	AASHTO T27, ASTM C136	\$110
	Soundness of Aggregate by Sodium Sulfate	AASHTO T104, ASTM C88	\$200
	Specific Gravity of Coarse Aggregate	AASHTO T85, ASTM C127	\$100
	Specific Gravity of Fine Aggregate	AASHTO T84, ASTM C128	\$120
	Uncompacted Void Content of Fine Aggregate	AASHTO T304, ASTM C1252	\$100
	Unit Weight of Aggregate	AASHTO T19, ASTM C29	\$80
	Water Soluble Sulfate in soil (SO4)	AWWA 4500 E	\$120
	Methylene Blue	AASHTO TP 57-01	\$120
	Resistivity	NDOT T235B	\$70
	Resistivity	AASHTO T288	\$115
	Emulsion Application Rates		\$55
	Clay Evaluation		\$2,500
	Pad Compliance Letter		\$1,000

Concrete and Rebar	Test Procedure	Test Method	Price
	Concrete Mix Designs (Lab Batched) Tensile Strength of Rebar Compression Test of Masonry Unit Compression Test on Concrete Cylinder Compression Test on Masonry Prism CLSM Cylinders - per break	ASTM C192 ASTM A615 ASTM C39 AASHTO T22 ASTM C1314	\$900 \$90 \$50 \$20 \$88 \$26
Professional Services		Rates	
	Professional Engineer Project Manager Senior Field Technician Field Technician Prevailing Wage Field Technician (Clark County, Lincoln, Washoe, Nye) Special Inspector Clerical Work Coring Rate	\$90/hr \$100/hr \$70/hr \$65/hr \$120/hr \$115/hr \$40/hr \$115/hr	



6440 Sky Pointe Dr Ste. 140-169, Las Vegas, NV, 89131

Phone: (702) 640-0683 Fax: (702) 396-9921 Direct: (702) 666-5499 E-Mail: sales@nextlevelpaving.com

Customer Information	
Project Name:	151 S. First St.
Project Location:	151 S. First St.
Owner:	CDJ Holding LLC
Bid To:	Chris
Address:	5305 Secluded Brook Circ.
Phone:	702-334-1551
Fax:	
E-Mail:	chris@atrackout.com
Prepared By:	Kaitlyn Zezulka
Date:	12/21/2021
Proposal No.	2021-12-21-01

Scope of work									
NO.	LINE ITEM			DESCRIPTION				PRICE	
1	Pave Parking Lot			Pave 7,730 SF at 3" hot thick 1/2' AC-30 Commercial asphalt. Roll and compact. Apply fog seal to newly paved asphalt.					
	7730	SF	@	\$	2.91	=	\$22,530.30		
2	Grade Parking Lot			Use Type 2 to grade per plans.					
	7730	SF	@	\$	2.79	=	\$21,569.60		
TOTAL BID							\$44,099.90		

Qualifications

Priced on (1) move in

Next Level Paving will accept no responsibility for damage to plumbing, electrical, cable lines or anything not visible to the naked eye.

Traffic control not included (Work area will be coned off/closed off by Next Level Paving.)

Restripe not included

Next Level Paving not responsible for broken wheel stops.

Assumes asphalt thickness 3"

Recommend coring the asphalt in (10) areas @ \$350.00 to determine the correct thickness of the asphalt. The fee's are reimbursable if Next Level Paving is the selected contractor on the project.

Job will be billed per sq. ft.

Priced on non-prevailing wages

Existing ponding issues in the field due to incorrect grade or current slopes will remain after work is completed.

Third party testing by others

Next Level is not responsible for notifying tenants

Excludes any and all permits

Concrete collars around existing utilities that need to be re-poured will be billed at \$1,200.00 each.

All collar adjustments include Concrete and level only. Any corrosion protection or manhole components will be charged extra that is not covered in this proposal.

Bid proposal covers work being done between 7am-5pm Monday-Friday. Weekend & night work requires extra fees not included in this proposal

25% deposit required for Next Level Paving to schedule the project and 10 day's pay in full once the project has been completed.

Should payment performance bond be required Next Level Paving will acquire on customers behalf with a 25% surcharge.

This proposal is good for 30 days from the time of submittal.

THIS DOCUMENT IS BOTH A PROPOSAL AND A CONTRACT, THIS DOCUMENT MUST BE ATTACHED TO AND A PART OF ALL CONTRACTS GENERATED BY OTHERS, NOTHING IS IMPLIED OR ASSUMED, ANYTHING NOT SPECIFICALLY LISTED AND ITEMIZED IS NOT INCLUDED IN THIS PROPOSAL

EXCLUSIONS :

This proposal excludes any and all night work unless stated other wise, grading or utility permit fees, engineering, dewatering if needed, soils stabilization, Caliche/Rock Excavation, any site demolition not listed above, export & replacement of unsuitable materials, import of select backfill materials, open grade for asphalt paving unless specified, lime treated sub grade, sub grade treatments of any kind, removal of other trash and excess spoils generated by other subcontractors and anything not specifically called out above.

Grading will be performed according to staking provided by others. Next Level Paving will not be held responsible for any mistakes, differences or inconsistencies in elevation, drainage or other miscalculations, defects and or deficiencies caused by others. Next Level Paving is not, nor purport to be a civil or geotechnical engineer and or a surveyor. Site conditions not expressed, depicted and or represented on the drawings.

In this proposal is a one time mobilization of the paving crew on to the job site, all other returns will be charged at \$2,000.00 This estimate is based on plan measurements, field measurements will prevail. Any increases/decreases in quantities will be charged or reduced at unit prices based on contract price.

Once Next Level Paving work has passed applicable compaction testing, Next Level Paving will no longer be responsible for disturbances to our work caused by others. Once our work has been disturbed it is the responsibility if entity performing that work to achieve proper elevation and compaction.

In the event that ROCK/CALICHE is encountered, excavation/removal will be charged on a time and material basis including standby for onsite equipment

All sales tax included unless otherwise stated above.

"Any and all fuel price escalations will be passed directly through to the GC/Owner".

Next Level Paving will submit invoices on a progressive payment basis and will require payment based on a net 10 day structure, All payments that are held beyond the net 10 deadline is subject to a 1.5% interest accrueement for every day past the deadline.

Asphalt pricing good for 30 days of the date of this proposal. Any increases/ decreases from the time of proposal to contract, as well as time of contract to paving installation will be adjusted accordingly. Locked asphalt pricing is available upon request.

* Nevada Contractors license # (A-General) limit \$250,000.00

By: Don Zezulka
Next Level Paving

Accepted By: _____

Print Name: _____

Position: _____

Date: _____



WORK ORDER AUTHORIZATION

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

7150 Placid Street
Las Vegas, Nevada 89119
Ph: (702) 365-1001
Fax: (702) 341-7120

530 Commerce Circle
Mesquite, Nevada 89027
Ph: (702) 346-4489
Fax: (702) 346-0525

5301 Longley Lane, Building H, Suite 116
Reno, Nevada 89511
Ph: (775) 622-3844
Fax: (775) 622-3562

We make the ground work for you...®

Client: Darling Development

Address: 5305 Secluded Brook Ct

City, State, Zip: Las Vegas Nevada 89149

Phone: (702) 334-1551 **Fax:** N/A

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation

Ordered By: Chris Darling

Email Address: chris@atrackout.com

Date: January 6, 2022

Proposal No.: M20215812E1

Project Name: Multi Family Housing Building

Project Location: E. First South Street
Mesquite, Nevada 89027

Owner of Record: Chris Darling

Preparer: AJB

Reviewer: RLT

Description of Work:

GES will provide a geotechnical evaluation, including logging of 3 test pit explorations to depths of up to 20 feet, or practical refusal, whichever occurs first. It is anticipated that the GES will provide the backhoe to perform the 3 excavations. GES will perform laboratory testing, engineering analysis, and preparation of a geotechnical evaluation report to provide geotechnical recommendations for the proposed two-story multi-family structures, with walk-out basements and retaining walls. The proposed improvements are located within APN 001-16-701-010 and APN 001-16-701-011 in Mesquite, Nevada. Our recommendations will be in general accordance with the 2018 International Building Code (IBC) and local amendments, and the Clark County Uniform Standard Specifications for Public Works Construction (USS), when appropriate. Private utility lines will be the responsibility of the client to locate prior to excavation. Our services exclude, but are not limited to, construction materials testing and inspection services, grading reports, drainage study, surveying, environmental site assessment of soil and groundwater, deep foundation design, septic system design, preparation and review of construction drawings, update of previous geotechnical reports, meetings, and post-report consultation services. These services can be provided for additional fees.

Fee: Lump Sum: \$3,300

Amount of Retainer Required: \$ 0.00

Approximate Date of Completion: Approximately 15 business days after completion of field work

AGREEMENT:

- It is agreed that the above work is to be performed by GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. ("Consultant") for Client's account and that he/she/they will be billed on a time and material basis at the prevailing rates and at 1.3 times the prevailing rates for work performed on Holidays, weekends, and in excess of 8 hours in a working day as said work progresses, unless exception is shown in writing here: Lump Sum
- Client agrees that they shall be responsible for payment of all costs and expenses incurred by GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC., including such moneys as they may at their option advance for Client's account for fees and other incidental expenses up to date of completion of the entire work of which this order may be a part, or until such time as the Client gives the Consultant written notice to cease further work. In the event of such written notice, all sums due the Consultant shall be immediately payable. This agreement is to be governed by the laws of the State of Nevada.
- The Consultant will strive to perform the services under this agreement using that degree of care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No other warranty, expressed or implied, is included or intended in this agreement, or any report, opinion, document, or otherwise. Client and Consultant agree that subsurface conditions may vary from those encountered in borings, surveys or explorations, and that conclusions must be based upon available information.
- Client agrees to indemnify and hold GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. harmless from all claims which are not due to work performed by or from the negligence of GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. This includes all claims due to the presence of hazardous substances which existed prior to this contract, except from conditions caused by the negligence of GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. Client also agrees to defend and pay on behalf of GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. any and all judgments resulting therefrom.
- Consultant reserves the right to record a Notice of Lien pursuant to Chapter 108 of Nevada Revised Statutes unless prior arrangements have been made. All costs and attorney's fees for preparing, filing, recording, releases, or foreclosures are to be borne by the Client.
- GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. currently maintains a policy of professional liability insurance. Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees, agents and subconsultants, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, or resulting services rendered by Consultant's relating to the Project or this Agreement, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$100,000, whichever is greater.
- Client recognizes that prompt payment of Consultant's invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of receipt of Consultant's invoice. Client agrees that Consultant has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Consultant's invoice, and Client agrees to waive any claim against Consultant, and to indemnify, defend, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination due to Client's failure to provide timely payment. Client recognizes that any charges not paid within 30 days are subject to a late payment charge equivalent to one and one-half percent (1½%) per month, which is an annual percentage rate of eighteen percent (18%) of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Any charges held to be in dispute shall be called to Consultant's attention within ten days of receipt of Consultant's invoice, and Client and Consultant shall work together in good faith to resolve their differences. If Client and Consultant shall be unable to resolve their differences within 25 days, Consultant shall have the right to suspend or terminate service. In the event the Consultant should file suit to enforce payment thereof, the Client does promise and agree to pay reasonable attorney's fees. In the event the Consultant should assign the Client's account for collection of amount due, Client does promise and agree to pay the cost for collection in the amount of 25% of the amount owed and assigned.
- If litigation is commenced concerning the project, this Agreement or the rights and duties of the parties in relation thereto, the party prevailing in such litigation shall be entitled to a reasonable sum for their attorney's fees in such litigation which shall be determined by the court.
- This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and the same may not be amended or modified orally. All understandings and agreements heretofore had between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. Any modification of this Agreement must be documented by a written Change Order and signed by both parties. The provisions of this Agreement are severable, and if one or more provisions are determined to be unenforceable, in full or in part, by a court of competent jurisdiction, the validity of the remaining provisions, including any partially unenforceable provision, to the extent enforceable, shall not be affected in any respect whatsoever. The terms of this Agreement shall be binding on and shall inure to the benefits of the heirs, executors, administrators, successors and assigns of the parties hereto.

ACCEPTED AND AGREED TO

Client: Darling Development

By: _____ **Date:** _____

Printed Name: _____

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

By: _____ **Date:** _____

Printed Name: _____



ARCHITECTURAL SERVICES AGREEMENT (Residential)

THIS ARCHITECTURAL SERVICES AGREEMENT ("Agreement") is entered into between: PAZ Design Group ("PAZ") and Client (identified on this page below). Subject to and in accordance with the terms and conditions set forth and in the Attachments referenced below (which Attachments are incorporated by reference as though fully set forth), PAZ agrees to perform certain architectural services for those Phases (or portions of Phases) of the Basic Services generally described below and in the Attachments, and at PAZ's discretion, such Optional Services that Client may request, and Client agrees to compensate PAZ for such Phases of the Basic Services, as well as any Optional Services and Reimbursable Expenses that PAZ may provide or incur, by paying PAZ the compensation in the time and manner identified in this Agreement and the Attachments hereto ("PAZ's Compensation").

Client: Name: Chris Darling (chris@atrackout.com)
Address: 2711 Rimbey ST. Las Vegas, NV 89115
Phone: (702) 334-1551 Email: chris@atrackout.com

Project Liaison: Name: Chris Darling (chris@atrackout.com)
Address: 2711 Rimbey ST. Las Vegas, NV 89115
Phone: (702) 334-1551 Email: chris@atrackout.com

Project: Name: 921081 - Mesquite BLVD – Project# 921081
Location: APN # 001-16-701-011,001-16-701-010,001-16-701-009 (E. Mesquite Blvd. and E First South St.)
Description: Project consists of (3) 4 Plexes, 2-Story Maximum Apartments with on-grade Parking.

Attachments: "1": Terms and Conditions
"2": Scope of Basic Services and Compensation
"3": Scope of Optional Services and Compensation

Services Provided: **Design Architect Services:** The Architect (PAZ) will assist the Client in developing and establishing the Client's Program. Upon the initiation of the program, PAZ will develop the Design Standards, which will provide a functional, aesthetic, and quality framework for the Project. After which, PAZ will perform Conceptual Planning, Zoning & Design Review Exhibits and Schematic Design Phases of Architectural Services for the Project;

Architect of Record Services: Upon Zoning & Owner Approval PAZ will provide services for preparation of the Construction Documents sufficient for obtaining a Building Permit; assist with Bidding & Negotiation; and provide Construction Administration Services.

Engineering/Consulting Services: Client shall Contract directly with all required Engineers/Consultants, i.e. Civil, Structural, MPE, Landscape, and any other Consultants required for the completion of the Project; PAZ to assist Client in their Selection (as needed) and provide Coordination as the Client's Delegate Only.

AUTHORIZED:

PAZ DESIGN GROUP

Authorized Signature

Howard Perlman, AIA - President

Title

Date of Authorization: September 17, 2021

ACCEPTED AND AGREED:

CLIENT: Chris Darling

Authorized Signature

Chris Darling

Title

Date of Acceptance:

ATTACHMENT “1”

TERMS AND CONDITIONS

AGREEMENT DOCUMENTS. The documents that comprise the Agreement between PAZ Design Group (“PAZ”) and Client consist of the Architectural Services Agreement (“Agreement”) and the referenced Attachments (collectively the “Agreement Documents”). The Attachments to the Agreement are expressly incorporated into the Agreement by this reference as though fully set forth in the body of the Agreement. The definitions or titles used in the Attachments to the Agreement shall be construed and given the same meaning as used in the Agreement. As used in the Agreement Documents, the term “Client” means both the Client named on the Agreement, as well as the owner of the Project. In the event of any conflict with any of the terms or conditions of the Agreement Documents, the following order of priority shall be employed in resolving any such conflict and in determining what terms or conditions shall govern: first, the Agreement; second, these Terms and Conditions (Attachment “1”); and third, the balance of the Attachments in their numerical order.

BASIC SERVICES. The “Basic Services” that PAZ may provide under the Agreement are divided into the following seven categories (which include five separate phases). PAZ will only provide those categories and phases of the Basic Services expressly identified in Attachment “2”, and no others.

Programming Phase. If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will develop a written program of spatial needs for required functions for the Project, and the relationships between these functions.

Planning Phase. If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will arrange the building(s) on the site for maximum efficiency, considering phasing (if necessary), traffic flow, solar orientation, site constraints, etc.

Preliminary/Conceptual Design Phase. If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will establish general site sketch options. A “feel” or “theme” for the Project may also be conveyed through a combination of image boards, sketches, elevations, special details, color and material boards, etc.

Schematic Design Phase: If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will establish a general site sketch, consisting of floor plans and elevations for the Project.

Design Development Phase: If expressly included in Attachment “2” as part of PAZ’s Basic Services, based on the schematic design, PAZ will prepare the design development drawings, which will describe the various design components of the Project and establish a framework from which the final construction drawings and specifications (“Construction Documents”—described below) may be coordinated and developed.

Construction Documents Phase: If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will, based on the design development drawings, prepare the Construction Documents which will consist of the drawings and specifications for the construction of the Project. Client understands and agrees that: (i) not all materials and methods of construction necessary to construct and complete the Project will be described in the Construction Documents; (ii) the implementation of the Construction Documents will require that Client and its contractors be thoroughly knowledgeable with the applicable building codes and methods of construction; (iii) prior to proceeding with any work, Client and its contractors shall promptly report to PAZ any defects, errors or omissions (“design errors”) in the Construction Documents that are known, perceived or should be known by Client and its contractors from a reasonable inspection of the site or otherwise, so PAZ may take measures to minimize the consequences of such design errors; (iv) should Client, without the written approval of PAZ deviate in any way from the Construction Documents in constructing the Project, Client shall be solely responsible for any and all damage, liability and consequences resulting there from; and (v) PAZ, does not warrant or guarantee that the Construction Documents will comply with the requirements of the Americans with Disabilities Act (ADA) and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Construction Documents.

Unless PAZ is obligated in Attachment “2” (as part of its Basic Services) to directly hire the Project consultants (i.e. the engineers and other consultants for the Project-- collectively “Consultants”),¹ PAZ will assist Client in selecting and Client shall retain Consultants (“Client Consultants”) who are mutually acceptable to both Client and PAZ. PAZ has no obligation to coordinate, oversee and/or critique the services that may be provided by the Client Consultants. While PAZ will review the Client Consultants’ and the PAZ Consultants’ work product for conformance with the visual design concept of the Project, PAZ shall not be responsible or liable for the acts or omissions of, or the errors or omissions in the work product of the Consultants (whether hired by Client or PAZ), or the utilization of PAZ’s title block by the Client or PAZ Consultants. Further, the inclusion of any information or work product generated by the Client or PAZ Consultants in PAZ’s Construction Documents shall not be considered an assumption of responsibility or liability for the Client or PAZ Consultants’ work product. Instead, Client shall: (i) hire the necessary licensed and independent contractors and engineering professionals to coordinate, oversee and critique the work product of Client and PAZ Consultants and the construction documents that they prepare; and (ii) be liable for the acts, errors and omissions of such Client and PAZ Consultants.

While PAZ may assist Client, if requested, Client will be solely responsible for filing construction documents with governmental and quasi-governmental authorities having jurisdiction over the Project (such assistance does not include the preparation of special research studies, variances, special documentation of surveys, special tests or environmental studies and submissions, which services, if provided by PAZ, shall be compensated as Optional Services).

Meetings: If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will attend those non-site and site meetings through the course of providing the Basic Services. These meetings include the cost of mileage, meeting time and follow up. Any additional meetings, as may be requested by Client or Contractor or required by the Project conditions, will be billed as Optional Services.

Other: Any other services that PAZ may agree to provide as more particularly identified in Attachment “2”.

OPTIONAL SERVICES. Those “Optional Services” that PAZ may provide (as described in this paragraph and elsewhere in the Agreement) are not included in the scope of the Basic Services and will only be provided by PAZ (at its discretion) at an additional charge to Client (according to PAZ’s standard rates identified in Attachment “3” or a rate to be negotiated between the parties), as follows: (i) upon Client’s request (“Requested Optional Services”); or (ii) if, absent Client’s request, PAZ is required to provide Optional Services due to circumstances beyond PAZ’s control (“Required Optional Services”).²

¹ Consultants hired by Client or others are sometimes referred to in this Agreement as “Client Consultants,” and if hired by PAZ, “PAZ Consultants.”

² The Basic Services and any Optional Services to be provided by PAZ are sometimes referred to collectively herein as the “Services.”



PAZ

2

Client

EXCLUDED SERVICES, CLIENT RESPONSIBILITIES. Irrespective of the scope of the Basic Services or Optional Services that PAZ may provide, PAZ *is not* required to make site inspections or observations to check the quality or quantity of any contractor's work or to determine whether Client's contractors have complied with the Construction Documents. Further, PAZ shall have no responsibility for nor shall PAZ be deemed to have control over: (i) the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the construction of the Project; nor (ii) any failure by any contractor to carry out the work in accordance with nor to ensure compliance with the Construction Documents; nor (iii) any acts or omissions of any contractors, subcontractors or any of their agents or employees, other design professionals, or any other persons performing any work on the site.

Unless PAZ agrees to provide any of the following as an Optional Service, Client shall be responsible for procuring and providing (at its sole cost and expense) the following "Client Responsibilities," which are expressly excluded from the scope of PAZ's Basic Services: (i) the provision of information regarding the requirements for the Project, including a program that will set forth Client's design objectives, constraints and criteria, including space requirements, relationships, flexibility and expandability, special equipment, and systems and site requirements; (ii) the appointment or selection of representative(s) authorized to act on Client's behalf with respect to the Project ("Client Representative"). The Client Representative to be selected and appointed by Client shall promptly provide decisions and coordinate between PAZ, Client and the Consultants, and shall promptly examine, review and approve documents submitted by PAZ. The Client Representative shall render decisions in a timely manner so as to avoid delay in the progress of the services to be provided under the Agreement; (iii) the preparation of a budget for the Project, including contingencies for bidding, changes in the Work during construction, and other costs, which pertain to the Client Responsibilities; (iv) the preparation or provision of tentative and/or final subdivision maps, boundary surveys, topographical surveys, engineering plot plans, grading plans, soils reports, as well as a certified survey of the site prepared by a licensed land surveyor or a licensed civil engineer, and any other related or similar documents necessary for PAZ to fulfill its services as more fully described in this Agreement. The certified survey shall include, but not be limited to, a legal description of the Project, grades and lines of streets, pavements, and adjoining properties, rights of way, easements, encroachments, zoning and other restrictions, boundaries and contours of the building site, locations, dimensions, floor elevations, other pertinent data of existing buildings, other improvements and trees, and full information as to available service and utility lines, both public and private. All information on the survey shall be referenced to a Project benchmark. PAZ assumes no responsibility for grades, contours, property dimensions, or other similar information; (v) the services to be provided by any Consultants; (vi) the preparation or provision of soils, geology and agronomy reports prepared by licensed soils or geotechnical engineers for the use by Client or PAZ Consultants on the Project. Such reports shall not be unreasonably limited in scope by Client and shall include necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations the completeness, accuracy, and sufficiency upon which PAZ shall be entitled to rely; (vii) the preparation or provision of perspective color renderings, photo and/or other reproduction work for presentation or promotional purposes; (viii) the preparation and submission of applications to any building department, agency or governing body having jurisdiction over the Project; (ix) the provision of the name and address of the Project's construction lender, and all legal, accounting or insurance services as may be necessary for the Project.

PAZ'S COMPENSATION.

Basic Services. In addition to the payment of any Reimbursable Expenses or Optional Services (discussed below), Client shall compensate PAZ for the Basic Services by paying PAZ as follows: (i) if the Basic Services are to be performed on a fixed fee or lump sum basis, then in accordance with Attachment "2" to this Agreement. Such fixed fee or lump sum amount shall be increased by five percent, if due to no fault of PAZ, the services covered by this Agreement have not been completed within twelve months of the date Client accepts the Agreement; or (ii) if all or a part of the Basic Services to be performed by PAZ are to be performed on an hourly fee basis, then in accordance with the hourly rates set forth in Attachment "3" to this Agreement. Such rates are subject to review and increase in January and July of each calendar year.

Optional Services. In addition to the Basic Services (discussed above) and any Reimbursable Expenses (discussed below), Client shall compensate PAZ for any Optional Services by paying PAZ: (i) the hourly rates set forth in Attachment "3" to this Agreement; plus (ii) the actual costs that PAZ is billed by the PAZ Consultants, plus a markup of twenty-percent (20%). Basic or Optional Services that are performed at Client's request on an overtime basis, shall be billed as follows: (a) if performed on Saturdays, Sundays or holidays, 2.0 times the employee's billable hourly rate; and (b) if performed after hours on other days, 1.5 times the employee's billable hourly rate.

Reimbursable Expenses. As used herein, the term "Reimbursable Expenses" shall include, but not be limited to the cost or expense to PAZ for the following: (i) long distance communications, transportation (to the maximum extent allowed by IRS guidelines, but in no event less than .50 cents a mile), air fare, lodging and meals in connection with the Project, and other additional expenses attributed to the Project; (ii) CAD plots, reproductions, postage, messengers, delivery service, facsimiles, and handling of drawings, other documents, and other data communications; (iii) in-house and/or outside services, renderings, models, mock-ups, photography, and reprographics; and (iv) additional insurance coverage or limits, including professional liability insurance, that may be requested by Client in excess of that normally carried by PAZ and the PAZ Consultants.

In addition to the Basic Services and the Optional Services discussed above, Client shall advance and reimburse PAZ for the Reimbursable Expenses (defined below) that PAZ, its employees or the PAZ Consultants incur to perform the Basic Services and/or Optional Services: (i) by paying PAZ in accordance with the specific Reimbursable Expense rates set forth in Attachment "3"; and (ii) if no specific rate is applicable, the actual costs that PAZ, its employees, agents or the PAZ Consultants incur, plus a markup of twenty-percent (20%). While it may do so, PAZ shall have no obligation to advance its own funds for Client's benefit. Should Client fail to advance funds necessary to pay for Reimbursable Expenses that PAZ may incur, PAZ shall be entitled to immediately cease or suspend providing all Basic and Optional Services.

Payment of Basic Services, Optional Services and Reimbursable Expenses. Prior to PAZ commencing its Services, Client shall pay to PAZ a non-refundable deposit in the amount identified in Attachment "2" ("Initial Deposit"). Client understands and agrees that: (i) PAZ may use or apply the Initial Deposit toward the payment of PAZ's Basic Services, as well as any Optional Services and/or Reimbursable Expenses, as it sees fit, in its sole and absolute discretion; and (ii) the Initial Deposit is not the entire fee to be charged by PAZ for its Services, but instead, is simply a progress payment toward the PAZ's Compensation. Upon receipt of the Initial Deposit, PAZ shall proceed with its Basic Services.

Should PAZ's Basic Services include services to be provided with respect to the Bidding and Negotiation Phase and/or the Contract Administration Phase, Client will deposit the full amount to be paid to PAZ with respect to these Phases (see, Attachment "2"), prior to PAZ commencing such services. Client understands and agrees that PAZ shall have no obligation to perform the services required for the Bidding and Negotiation and/or Contract Administration Phases, unless and until such deposits are fully funded and paid to PAZ. Notwithstanding the foregoing, should PAZ commence performance of the services required for these Phases prior to receiving full payment, Client shall immediately pay the full amount of such services upon demand and PAZ's start of such services shall not be deemed a waiver of its right to demand and receive full payment as contemplated herein.


PAZ

Except as provided above, by the twentieth (20th) day of each month, PAZ will submit an invoice to Client for the Basic Services, Optional Services and Reimbursable Expenses that PAZ furnished and/or incurred during the preceding calendar month. Payment of each monthly invoice is due and payable within fifteen (15) calendar days of the date the monthly invoice is submitted to Client for payment ("Invoice Payment Due Date"). Client understands and agrees that should it fail to pay PAZ by the Invoice Payment Due Date as provided in this Agreement, PAZ shall be entitled to: (i) suspend or stop performing Services and withhold and not provide to Client any and all designs, drawings and specifications that PAZ has or may prepare for the Project, until such time as all payments are brought current; and (ii) if the Initial Deposit has been used or applied by PAZ toward payment of PAZ's Compensation, in addition to requiring the full payment for Bidding and Negotiation Phase and/or Contract Administrations Phase services, as discussed above, PAZ may require Client to continuously replenish the Initial Deposit so that the total amount of the Initial Deposit is maintained throughout the course of the Project, as security for payment. Amounts unpaid as of the Invoice Payment Due Date shall bear interest at the rate of one and one-half percent (1 ½%) per month.

If Client objects to any portion of an invoice submitted by PAZ, Client shall: (i) notify PAZ in writing within ten (10) calendar days of its receipt of the invoice; and (ii) identify the specific cause of the objection. Client's failure to timely notify PAZ of any objection to PAZ's invoices shall be deemed a waiver of any such objection. Further, payments to PAZ for its Services and Reimbursable Expenses shall not be: (a) withheld, postponed, or contingent upon the construction, completion, the ultimate success of the Project, the Client's receipt of a building permit or financing for the Project, any offsetting reimbursements or credits from the contractor or other parties, or on account of penalties, liquidated damages or other sums; (b) withheld as a result of disputes or questions regarding a given invoice or portion of an invoice; (c) subject to unilateral discounting or set-offs by Client; or (d) withheld for any other reason.

When PAZ's Compensation is based in whole or in part on the percentage of the construction costs, and any portion of the Project is deleted or otherwise not constructed, PAZ shall nevertheless be paid the fee that PAZ expected to realize had the deleted portions of the Project been performed.

In the event legal action is necessary to enforce the payment provisions of this Agreement, PAZ shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by PAZ in connection therewith and, in addition, the reasonable value of PAZ's time and expenses spent in connection with such collection action, computed at PAZ's prevailing hourly rates.

TIME EXTENSIONS. If PAZ's services are delayed or interrupted as a result of events or occurrences beyond the control of PAZ, the time period for completion of its services shall be extended by 3 business days for each business day lost. Alternatively, client shall pay as an optional service, the costs for PAZ and the PAZ consultants to work over-time to accelerate their completion of the services.

PROPRIETARY DESIGN AND PROFESSIONAL CREDITS. Client hereby acknowledges and agrees that pursuant to NAC 623.780: (i) designs, drawings and specifications prepared by PAZ for the Project shall remain the creation of and the property of PAZ, whether the Project for which they are prepared is constructed or not; (ii) Client shall not use any such designs, drawings and specifications prepared by PAZ for any other project, or the extension of the instant Project, without, (a) obtaining the written permission of PAZ (which PAZ can withhold in its sole discretion), and (b) payment to PAZ for the use of such design, drawings and specifications; (iii) PAZ must retain possession of all original line drawings and specifications and is not allowed to disseminate the same to Client or any other design professional; and (iv) should Client replace PAZ or retain another design professional to prepare all or any portion of the designs, drawings and/or specifications for the Project, such design professional shall be required to re-draft on its own title block that portion of the Project design, drawings or specifications that PAZ previously prepared.

Client further acknowledges and agrees that: (i) PAZ shall have all rights to use photographs, publicity and advertising and any other drawings and/or descriptions of the Project and its association with it; (ii) PAZ shall be credited in the Project brochure, advertising and other promotional material, and shall be entitled to receive appropriate awards for the Project; (iii) Client will not release any publicity or advertising relating to PAZ's Services without PAZ's prior written consent; (iv) PAZ shall be entitled to display an appropriate sign on the Project site; and (v) if Client, or its employees, agents or assigns use such designs, drawings and/or specifications prepared by PAZ (with or without PAZ's written permission), Client and the individual or entity using such designs, drawings and/or specifications shall be solely responsible and liable for any and all damage, liability and/or consequence that may result there from, and to the fullest extent permitted by law, Client shall defend, indemnify and hold PAZ and its employees and agents harmless of and from all losses, and expenses, including, but not limited to, attorney's fees and costs arising out of or related directly or indirectly to such usage.

CERTIFICATIONS. The proposed language of certificates or certifications requested of PAZ or any of the PAZ Consultants for the Project shall be limited to the Basic Services and any Optional Services that PAZ has contracted to provide by way of this Agreement, and shall be submitted to PAZ for its review and approval at least 14 days prior to the date such certifications are required. PAZ shall have no obligation to sign a certification if it objects to the language contained therein. In no event shall PAZ's execution of said certificates or certifications be considered a guarantee or warranty.

BETTERMENT, INSURANCE, LIMITS OF LIABILITY AND INDEMNITY. If, due to any act or omission of PAZ or any of its employees, agents, officers or members, or any of its successors or assigns, or any independent contractor or any of the PAZ Consultants (collectively, "PAZ Parties"), any required item or component of the Project is omitted from PAZ's work product and/or Construction Documents, the PAZ Parties shall not be responsible for paying the cost that Client, its employees, agents, officers, members, successors or assigns, or any future owner of all or a portion of the Project, or any contractor, subcontractor or any other individual, firm or entity (collectively, "Client Parties"), to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will any of the PAZ Parties be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

In the event a wrap-up insurance program or a Client controlled insurance program is established for the Project, Client shall cause PAZ and the PAZ Parties to be enrolled in such a program and shall provide the PAZ Parties with a Certificate of General Liability Insurance and Professional Liability Insurance and endorsements related thereto, and a welcome letter from the insurance carrier indicating that PAZ the PAZ Parties are insured with respect to the Project.

The PAZ Parties' total aggregate liability to all Client Parties for claims brought or filed against the PAZ Parties (including, but not limited to, direct and indirect claims for design errors, construction defects, bodily injury, property damage, liability, delays or consequential damages, costs, suits, judgments, losses, expenses, actual attorneys' fees, costs and other professional fees – collectively "Claims"), shall be limited to the greater of: (i) the proceeds the Client Parties receive, if any, from or under any insurance provided by Client or PAZ with respect to PAZ's Services; or (ii) fifty-thousand dollars (\$50,000.00) or such lesser amount as a trier-of-fact may award, and nothing more ("Limits of Liability"). With respect to Claims made by the Client Parties, the Client shall be responsible for the payment of all self-insured retentions and deductibles related to insurance carried by PAZ or provided by Client with respect to PAZ's Services. The Limits of Liability shall be treated as liquidated damages and not as a penalty and shall be the


PAZ

Client Parties' exclusive remedy. Under no event or circumstance shall the Client Parties seek damages in excess of the Limits of Liability discussed above, whether directly or indirectly through suits with other parties who may join any of the PAZ Parties as third-party defendants.

To the fullest extent permitted by law, the Client and its officers, directors, members, successors and assigns, shall indemnify, defend, and hold the PAZ Parties, and each of them, harmless, of, from and against any and all Claims made, brought or pursued against any of the PAZ Parties for: (i) amounts that exceed the Limits of Liability; (ii) the work or services provided by any contractors, subcontractors or the Client's Consultants, or any other person or entity for whom or which the Client may be responsible; (iii) the acts or omissions of the Client or any other person or entity for whom or which the PAZ is not responsible; and/or (iv) the Client's breach of its obligations under this Agreement. The Client and its officers, directors, members, successors or assigns' duty to indemnify, defend and hold the PAZ Parties harmless, shall survive the completion of the PAZ's Services to be provided under the Agreement or any termination of the Agreement and Client and its officers, directors, members, successors or assigns, expressly agree to pay the actual attorney's fees and costs that any of the PAZ Parties may incur as they accrue on a current basis from the first date that Client or its officers, directors, members, successors or assigns receives written notice from any of the PAZ Parties that a Claim has occurred or been made. PAZ's Services in connection with the Project shall not subject any of the employees, members, managers, officers, or directors of the PAZ to any personal legal exposure. As the Client Parties' sole and exclusive remedy, any claim, demand, or suit shall be directed or asserted against PAZ only.

SUSPENSION OR TERMINATION OF PAZ'S SERVICES. Should the PAZ's Services be suspended at any point, PAZ shall be paid to the date of suspension of such Services, its standard billing rates in effect or upon the stated fee basis to that point in time, whichever is greater, plus any Reimbursable Expenses incurred. If the Project is abandoned in whole or part: (i) PAZ shall be compensated for all Basic and Optional Services performed prior to receipt of notice of such abandonment, plus Reimbursable Expenses incurred as of the date of such abandonment, plus twenty-percent of the fee that PAZ would have earned had it completed or furnished the Basic Services that are the subject of a given Phase of the Basic Services. PAZ shall not be liable for any damages resulting from the withholding of drawings or other documents.

DESIGN/BUILD. If Client retains a design/build contractor or subcontractors to design and construct specified portions of the Project, each design/build contractor or subcontractor shall be responsible for: (i) preparing engineering and other drawings and specifications for all components of its design/build contract; (ii) complying with the Project requirements and space limitations; (iii) coordinating and interfacing with other trades, Client and with the PAZ Consultants; and (iv) obtaining approvals from authorities having jurisdiction over the Project. The design/build contractor or subcontractor shall be the Professional of Record for its portion of the work and shall answer and be responsible directly to Client. PAZ shall review design/build system designs only for conformance to the aesthetic aspects of the design and major space limitations. PAZ does not assume responsibility for the designing, installation or performance of these systems.

CLAIMS AND DISPUTES. In the event a dispute, claim or controversy (collectively referred to as "Dispute") arises that relates to PAZ's Services, the Dispute shall be resolved as set forth below, as applicable.

Mediation. The Dispute shall be submitted to non-binding mediation to be conducted by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. PAZ shall be entitled to perfect all statutory claims and rights that it may possess during the pendency of the mediation.

Arbitration. If the Dispute cannot be resolved by mediation, the Dispute shall be submitted to binding arbitration to be conducted by the AAA in accordance with its Construction Industry Arbitration Rules. Within thirty (30) days after the appointment of the arbitrators, each party shall produce any and all documentation in its possession or reasonably available to it and which would be required to be produced in state court. Any court having jurisdiction thereof may confirm the judgment on the award rendered by the arbitrator(s) and PAZ and Client shall be finally and conclusively bound by the final decision reached in the arbitration proceeding. Upon its request, PAZ shall be entitled to the consolidation or joinder of the arbitration proceeding between PAZ and Client with related arbitration proceedings involving other parties. The arbitrator(s) shall award to PAZ, if its claims are sustained, such sums as the arbitrator(s) shall deem proper to compensate PAZ for the time and expense of the arbitration proceeding, including any and all actual attorneys' fees, professional fees and costs expended. Any arbitration must be commenced within one (1) year of the earlier of (the "Action Date"): (a) the date any portion of the Project is available for Client's use or occupancy; or (b) the date PAZ ceases to perform its Services. Any arbitration commenced after the Action Date shall be barred. Laws of the State where the Project is located, and any mediation or arbitration shall be held in the city where the Project is located shall govern the Agreement.

GENERAL PROVISIONS. No failure on the part of PAZ to exercise its rights hereunder operates as a waiver, release or relinquishment of any right or power conferred under the Agreement. The Agreement: (i) represents the entire and integrated agreement between Client and PAZ; (ii) supersedes all prior negotiations, representations or agreements, whether written or oral; and (iii) shall be binding upon Client and PAZ and their partners, personal representatives and those who succeed to their interests. Client shall not assign or transfer its interest in this Agreement, without the written consent of PAZ. Any such assignment without PAZ's consent shall be considered void and unenforceable. This Agreement may only be amended by written instrument signed by both Client and PAZ. If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and PAZ shall survive the completion of the Services hereunder and the termination of this Agreement. Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against PAZ. Nothing in the Agreement Documents shall constitute a guarantee, warranty or assurance, either express, or implied on the part of PAZ or any of the PAZ Parties, or obligate PAZ or any of the PAZ Parties to exercise professional skill or judgment greater than that which can reasonably be expected from other architects under like circumstances in the locale of the Project, or to imply any understanding by PAZ or any of the PAZ Parties for the benefit of, or which may be enforced by any third party. The individuals executing the Agreement warrant that they have read and understand its provisions, and that they are authorized to bind the party for which they sign



PAZ

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Client

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ATTACHMENT To Contract

SCOPE OF BASIC SERVICES AND COMPENSATION - 921081 - Mesquite BLVD, Mesquite Nevada

Compensation by Phase: Contract Fees are Based on a Projected Number of Units

Compensation to be paid by Client to **PAZ Design Group** for the Phases, or portion of the Phases, of the Basic Services to be provided is as follows:

Phase No.	Phase Name	Included / Excluded	Description of Basic Services to be Provided	Fee per Unit	Totals	
					Units:	12
0.1	Conceptual Planning (CR)	Included	Architect to provide: (i) Conceptual site plan indicating building configurations, street layout, setbacks and parking per zoning requirements. Site plans suitable for Density Analysis purposes only; (ii) Owner to provide: Boundary Survey.	\$ 750	\$	9,000.00
0.2	Design Review (DR)	Included	Utilizing selected Site Plan and Buildings, provide; (i) DR Site & Building Plans and Elevation Exhibits for Design Review purposes only; (ii) Color and material studies; (iii) Owner to provide: Signed/notarized applications and check for application fees; (iv) PAZ to assist with the Application and submittal by Client or Zoning Consultant; (v) as an Optional Service at Client's Request: Meetings with city staff and/or attend Neighborhood Meetings, Planning Commission or City Council hearings.	\$ 1,250	\$	15,000.00
TOTAL ENTITLEMENT SERVICES COMPENSATION TO BE PAID				\$ 2,000	\$	24,000.00
1	Schematic Design	Included	Architect will: (i) Prepare the schematic design per client's floor plans; (ii) Prepare one set of schematic floor plans with Code and Minor refinements illustrating the layout, room sizes, and overall size for each plan; (iii) Present the schematic design elements to Client for review, comment and approval.	\$ 1,000	\$	12,000.00
2	Design Development	Included	Per Client's accepted schematic design documents: (i) Prepare floor & building plans, elevations, sections/details to describe the various design components of the Project and establish a framework from which the final construction drawings can be completed; (ii) Assist Client in establishing materials and construction standards; (iii) Provide design development drawings to Client for review and approval.	\$ 1,000	\$	12,000.00
3	Construction Documents	Included	Upon receipt of Client's accepted design development documents: (i) prepare Architectural "Construction Documents" sufficient to obtain a building permit.	\$ 1,500	\$	18,000.00
TOTAL CONTRACT DOCUMENTS COMPENSATION TO BE PAID				\$ 3,500	\$	42,000.00
4	Bidding and Negotiation	Included	Assist the Client in: (i) obtaining bids or negotiated proposals; (ii) in preparing and awarding contracts for construction	\$ 500	\$	6,000.00
5	Contract Administration	Included	Budgeted at \$2,000 per month for a minimum of twelve (12) months (additional months to be billed at same rate). Architect to assist the Client in: (i) Responses to Requests for Information to clarify or interpret the construction documents. (ii) Provide a minimum of one (1) monthly site visit for field observation to ascertain whether construction is proceeding in accordance with the architectural design concept; (iii) Review and Approve Contractor Applications for Payment; (iv) Interface with the appropriate Gov't Agencies as needed.	\$ 2,000	\$	24,000.00
TOTAL CONSTRUCTION ADMINISTRATION COMPENSATION TO BE PAID				\$ 2,000	\$	30,000.00
6	Meetings	Included	Meetings through the course of project Phases 0 through 5 above are included.	\$ Included	\$	Included
7	Optional Services	Optional	All Optional Services, including but not limited to, described in Attachments "1" & "3".	\$ T&M	\$	T&M
9	Reimbursables	Included	For Reimbursable Expenses as described in Attachments "1" and "3"; and Deliverables of all items listed in Phases 0 through 7 above.	\$ T&M	\$	T&M
TOTAL ARCHITECTURAL SERVICES COMPENSATION TO BE PAID				\$ 7,500	\$	96,000.00
The "Total Basic Services Compensation to be Paid," does not include any amounts to be paid to PAZ Design Group for Time and Materials Services, Optional Services, or Reimbursable Expenses, as shown below and further identified on Attachment "3".						
Initial Payment	Client understands and agrees that the Initial Payment is not the entire fee to be charged by PAZ Design Group for its Services, but instead, is a progress payment due under the Agreement. Services to proceed upon receipt of Initial Payment.				\$	10,000

ATTACHMENT “3”

SCOPE OF OPTIONAL SERVICES AND COMPENSATION

Optional Services that are expressly excluded from the scope of the Basic Services (but which may be provided by PAZ for additional compensation), may include the provision of services in connection with or as a result of:

Making revisions to the Construction Documents when such revisions are: (i) inconsistent with approvals or instructions previously given by Client, including revisions made necessary by adjustments in the design or budget; (ii) required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, zoning or building ordinances, laws or regulations subsequent to the preparation of such documents; (iii) due to changes, modifications or amendments requested by Client, public agencies, the contractor or other third parties acting on Client's behalf or which are required as a result of Client's failure to render decisions or make information available in a timely manner; (iv) discretionary decisions of building officials or inspectors that are inconsistent with prior approvals; (v) required because of changes in the Project, including, but not limited to, size, quality, complexity, Client's schedule, or the method of bidding or negotiating and contracting for construction; or (vi) requested or required by Client as a result of the evaluation of substitutions.

Assisting the Client in obtaining bids or negotiated proposals, in preparing and awarding contracts for construction or by making site visits during construction to ascertain whether construction is proceeding in accordance with the architectural design concept of the project only. If construction of the Project occurs in more than one building phase, preparing additional submittals, revisions and corrections required by Client or building department, and if permits are required for additional units, repackaging, processing and signature of plans will be considered Optional Services.

Costs of legal services required for the renewal of any documents, certifications or declarations required by any of Client's lending institutions or financing source.

The preparation, compilation and/or processing of: (i) drawings, details and other documentation, analysis and supporting data, which evaluate contractor's proposals, and provide other services in connection with change orders, field orders, directives and addenda; (ii) designs and construction documents for buildings or features not specifically contained in the Basic Services to be provided, including, but not limited to, fencing, walls, entry gates, paving, graphics, signage or any other ancillary structure or feature; (iii) addendum drawings, bulletins, change orders and field changes that occur during the construction of the Project which are beyond the control of PAZ; (iv) as-built or record drawings; (v) reverse foundation plans, reverse floor plans and reverse framing plans as may be required and/or requested by Client or the building department if not expressly included in the scope of the Basic Services; or (vi) detailed specifications written in book format similar to section 16 of the CSI format.

The provision of services in connection with or as a result of: (i) the replacement of work damaged by fire, exposed to the elements or other causes; (ii) the default or termination of the contractor, by defects or deficiencies in the work of the contractor, or by failure of performance of Client, contractor or others performing services or providing work for the Project; (iii) claims submitted by the contractor or others; (iv) the preparation for, or attendance at public hearings, home owners associations or other meetings, or legal proceedings; (v) financial feasibility, marketing, comparative studies or such other special studies or providing analysis of Client's Project requirements in the preparation of a program for Client; (vi) interior design and other services required for or in connection with the selection, procurement, purchasing, receipt, moving or installation of furniture, graphics, signage accessories, and the like, if not specifically provided for under Basic Services; (vii) Client Consultants, other than those consulting services that PAZ may have agreed to provide as Basic Services in Attachment “2” by way of PAZ Consultants; (viii) presentation drawings, including colored street scene elevations, brochure artwork, perspective renderings, models, or similar presentation drawings if requested by Client; (ix) the change of ownership of the Project to a distinct person or entity that involves change in Project management; (x) after the substantial completion of the Project; (xi) environmental impact reports, fuel abatement programs, surveys or any other similar submissions required for approvals of governmental or quasi-governmental authorities having jurisdiction over the Project; (xii) the review of shop drawings, samples and other submissions of the various subcontractors for conformance with the design intent; or (xiii) any other services not otherwise expressly identified as a Basic Service in the Agreement.

Hourly Rates for Time & Materials

Principal	\$	200.00	/ hour
Director	\$	180.00	/ hour
Planner I	\$	150.00	/ hour
Planner II	\$	125.00	/ hour
Planning Coordinator	\$	150.00	/ hour
Designer I	\$	150.00	/ hour
Designer II	\$	125.00	/ hour
Designer III	\$	100.00	/ hour
Sr. Construction Administrator	\$	150.00	/ hour
Construction Administrator	\$	125.00	/ hour
Senior Project Manager	\$	150.00	/ hour
Project Manager	\$	125.00	/ hour
Job Captain I	\$	110.00	/ hour
Job Captain II	\$	100.00	/ hour
Drafter	\$	90.00	/ hour
Project Associate	\$	80.00	/ hour
Administrative Assistant	\$	60.00	/ hour

Rates for Reimbursable Expenses

Plots (24x36) – Black & White	\$	6.00	/ sheet
Plots (24x36) - Color	\$	24.00	/ sheet
Plots (24x36) - Color Glossy	\$	30.00	/ sheet
Copies (8.5x11) – Black & White	\$.50	/ sheet
Copies (11x17) – Black & White	\$	1.00	/ sheet
Copies (8.5x11) – Color (Glossy x2)	\$	1.50	/ sheet
Copies (11x17) – Color (Glossy x2)	\$	3.00	/ sheet
Delivery	\$	25.00	/ trip
Jurisdictional Representation, i.e. attendance at Hearings/Meetings	\$	200.00	/ hour
Travel (out of town) as requested by Client			
Total hours (8 min.) x Employee's Hourly Rate plus all expenses incurred		\$ 8 hrs (min)	/ day plus Expenses

Date: October 16th, 2021

Attn: Chris Darling
5305 Secluded Brook Drive
Las Vegas, NV 89149

Re: Multi-Family Housing Entitlement and Construction Documents Proposal

Dear Chris,

SPARC Design Group appreciates the opportunity you've given us to work with you on this project and hopes to provide the best possible design services. We pride ourselves on providing a smooth and efficient project delivery process that results in mutual success.

This proposal is to provide Architectural Drawings for submittal to the local AHJ to obtain both an Entitlement Permit as well as a permit for new multi-family housing units. The subject property is located on parcels: 00116701010 and 00116701011 at approximately 0.39 acres. Construction drawings will provide the same plan duplicated onto the aforementioned sites only.

The parcel is currently zoned (CR-3).

The proposal includes the following:

- Entitlements
 - Exhibits
 - Site Plan
 - Parking Analysis
 - Landscaping
 - Floor Plan
 - Building Elevations
 - Color Material Boards
 - Applications
- Construction Documents
 - Schematic Design
 - Site Plan
 - Floor Plans
 - Ceiling Plans
 - Roof Plans
 - Design Development
 - Site Plans
 - Floor Plans
 - Ceiling Plans
 - Roof Plans
 - Building Sections
 - Stair Plans
 - Structural
 - Foundation Plan
 - Framing Plan
 - Mechanical
 - HVAC Plan

- Electrical
 - Lighting Plan
 - Power Plan
- Plumbing Plans
 - Waste and Vent Plans
 - Water and Gas Plans
- Construction Documents
 - Architectural
 - Landscaping
 - Civil – By others
 - Structural
 - Mechanical
 - Electrical
 - Plumbing
- Construction Administration
 - Deferred submittals and required reviews only
 - Trusses, mix design
 - Electrical Gear
 - HVAC Equipment

Services not listed above are assumed excluded from this agreement including, but not limited to:

- Contract and Construction Administration
- Fire Sprinkler / Alarm Design (Plans to be provided by Contractor)
- Interior Design – Complete drawings and specifications
- Soils Report
- Civil Engineering
- Landscape Irrigation Plans

Milestones:

- Entitlements (90-120 days)
 - Pre-submittal Meeting
 - Entitlement Submittal
 - Planning Commission Meeting
 - City Council Meeting
- Schematic Design (2 Weeks)
 - Site Plan
 - Floor Plans
- Design Development (3 Weeks)
 - Site Plan, Floor Plan & Ceiling Plan
 - Background files to MEP Subcontractors
- Construction Documents (3 Week)
 - Architectural Plans for Plan Review Submittal to AHJ
 - Engineering drawings for Plan Review – Structural, MEP
 - Coordinated Civil Engineering drawings – by others
 - All Applicable applications and forms
 - Plan Submittal to City of Mesquite

Fee Breakdown:

Fees for the above-referenced services will be billed per the below. SPARC will invoice on a monthly basis and payment will be due 30 days after presentation of the invoice.

Retainer Amount:	\$4,000.00
Entitlements	\$16,000.00
Sub-Total	<u>\$20,000.00</u>

Building Permit

Schematic Design	\$16,000.00
Design Development	\$20,000.00
Construction Documents	\$32,000.00
<u>Total</u>	<u>\$68,000.00</u>

Reimbursables:

The following reimbursables are included in this proposal:

- Printing of all full-size drawings required for submittals and milestone deliveries
- Plan Review fees

(Reimbursables will be billed at 1.1 times the cost incurred.)

We believe the above listed services and milestones will ensure a successful project delivery. If you find this proposal meets your approval, please sign below and return a copy for our records. Once the project has started, SPARC Design Group will bill in line with the milestone schedule.

These fees are valid for 30 days.

Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,

by Michael Pancirov, Principal
SPARC Design Group

Accepted By:

(Signature)

(Printed Name)

(Date)

Terms and Conditions:

- The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with this Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- If the services under the Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- If the Owner suspends the services under the Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Agreement by giving not less than seven days' written notice.
- The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. (The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.)

Hourly Rates

Principals	\$195.00
Project Manager / Architect	\$145.00
Designer / Job Captain	\$100.00
Draftsman	\$75.00
Administrative Support	\$50.00

J & J Plumbing LLC

3775 W Teco Ave. Suite 6
Las Vegas, NV 89118
License #0087068 Limit \$150,000
702-463-8430 www.jandjplumbinglv.com



Commercial Estimate

Date	12/24/2021
Estimate #	470

Name / Address
SNAP A/C & Plumbing 2524 S. Torrey Pines Las Vegas, NV 89146

Project	1709 - SNAP - Mesquite Apartments
P.O. No.	

Description	Total
<p>SNAP A/C & Plumbing - Mesquite Apartments</p> <p>We propose the following:</p> <ul style="list-style-type: none">- Furnish and install Lochinvar 50 gallon electric water heater (Relief valve discharge line included)- Furnish and install water heater pan and seismic straps- Furnish and install condensate drain piping (Type M copper pipe, wrot solder fittings)- Furnish and install hose bibbs- Furnish and install floor clean outs (Sizing per plans)- Furnish and install brass pressure regulator- Excavation of plumbing ditches included, backfill with native material- Piping penetrations through studs by plumber (Reinforcement or relocation by others)- Furnish and install domestic water service (Pex piping & fittings)- Furnish and install A/G waste & vent piping (Cast iron pipe& fittings)- Furnish and install U/G sanitary sewer piping to 5' of building connection (Sch. 40 PVC pipe & fittings)- Furnish and install gas dryer vent rough in piping ONLY (4" PVC under slab piping)- Furnish and install unit shut off ball valves- Furnish and install WC-1 (American Standard elongated, white w/ standard trim included)- Furnish and install Tub (Aquatic 26033CT)- Furnish and install Lav (American Standard Colony Faucet w/ standard trim, sink by others)- Furnish and install Kitchen Sink (Proflo 33"x22" double bowl stainless steel sink, American Standard Colony faucet w/ standard trim)- Furnish and install Dishwasher waste and water connections ONLY (Dishwasher provided and installed by others)- Furnish and install Oven gas rough in and connection ONLY (Oven provided and installed by others)- Furnish and install water supply stub out for ice maker valve ONLY- Furnish and install Washing Machine Box	<p>Total:</p>

Approved:

DatePage 1_____

J & J Plumbing LLC

3775 W Teco Ave. Suite 6
Las Vegas, NV 89118
License #0087068 Limit \$150,000
702-463-8430 www.jandjplumbinglv.com



Commercial Estimate

Date	12/24/2021
Estimate #	470

Name / Address
SNAP A/C & Plumbing 2524 S. Torrey Pines Las Vegas, NV 89146

Project	1709 - SNAP - Mesquite Apartments
P.O. No.	

Description	Total
<ul style="list-style-type: none">- Furnish and install Washing Machine Pan (Plastic with PVC drain)- Furnish and install Gas Dryer stub out ONLY (Dryer provided and installed by others)- Furnish and install roof flashings ONLY (Penetrations and sealing by others) <p>Building 1 Pricing: 36,995.00 Building 2 Pricing: 63,121.60 Building 3 Pricing: 61,148.00</p> <p>This proposal EXCLUDES the following:</p> <ul style="list-style-type: none">- Bollards- Hot water recirculating pumps- Camera- Drain cleaning- Concrete work- Concrete x-ray- Caliche or hard rock removal- Roof drains- Garbage disposals- Appliance hookups or accessories- Water or gas meters- Extra spoil disposal from excavation- Any special valves- Fireproofing- Drawings or fees	
Total:	

Approved:

DatePage 2_____

J & J Plumbing LLC

3775 W Teco Ave. Suite 6
Las Vegas, NV 89118
License #0087068 Limit \$150,000
702-463-8430 www.jandjplumbinglv.com



Commercial Estimate

Date	12/24/2021
Estimate #	470

Name / Address
SNAP A/C & Plumbing 2524 S. Torrey Pines Las Vegas, NV 89146

Project	1709 - SNAP - Mesquite Apartments
P.O. No.	

Description	Total	
- Appliance installation - Any work not included in above scope		
Estimate valid for 30 days from date of issuance. A 50% deposit will be required on special orders and/or material. If you have any questions regarding this proposal, please contact John J. Feno, Jr. at 702-353-2022 or johnf@jandjplumbinglv.com.	Total:	\$161,264.60

Approved: _____ Date Page 3 _____



Plumbing Proposal

Mesquite Apartments

Mequite NV

for

Chris Darling

December 20, 2021

Dear Chris,

Thank you for allowing SNAP Plumbing the opportunity of bidding the Mequite Apartment project located in Mesquite, Nevada.

SNAP agrees and offers to furnish all labor and materials necessary to install a plumbing and sanitary system in and upon your project to be located in the City of Mesquite, County of Clark State of Nevada, in accordance with the plans and specifications of the parties and attached hereto as of the date of acceptance. If no such plans and specifications are so attached, then in accordance with the work to be performed as outlined in the following pages.

If you have any questions, please call at your convenience.

Sincerely, Don Darden

702-371-1100 Cell

SNAP AC & PLUMBING

2524 S. Torrey Pines

Las Vegas Nevada 89146

dondarden@dardenplumbing.com

NCL# 82344 LIMIT \$250,000.00

Plumbing Proposal
Mesquite Apartments
Mequite NV

BLDG #
1 2 3

2 8 6 **WC-1:** Delta Dual flush elongated 1.1 GPF
Includes chrome tank lever and angle stop.

2 8 6 **TUB UNIT:** Aquatic 26033CT one piece 60x30x72
We connect with Olympia Tub/shower valve w/ trim(chrome)

0 0 0 **ROOF DRAINS:**

2 8 6 **RESTROOM LAVATORY:** Cultured marble sink supplied by others.
We connect with Olympia single handle faucet

2 4 4 **KITCHEN SINK:** FHP 33"x 22" double bowl stainless steel sink
We connect with Olympia single handle kitchen faucet

0 0 0 **DISPOSAL:**

2 4 4 **DISHWASHER:** waster and water connections only

2 4 4 **WATER STUB OUT FOR ICEMAKER VALVE:**

0 0 0 **OVEN:** gas rough-in and connected only. Furnished and set in kitchen by others.

2 4 4 **AUTOMATIC WASHER: Sioux Chief OX BOX**

0 2 2 **PLASTIC AUTOMATIC WASHER SMITTY PAN WITH PVC DRAIN TO DAYLIGHT**

0 0 0 **GAS DRYER:** gas stubout only. Furnished and installed by others.

Plumbing Proposal
Mesquite Apartments
Mequite NV

BLDG

1 2 3

2 4 4 **WATER HEATER:** A.O. Smith 50 gallon electric
Relief run off line included. Seismic strap per code.

1 2 2 **WATER HEATER PAN:** installed by plumber, drain to approved area

0 0 0 **FORCED AIR UNIT:** gas stubout only. Furnished and installed by others.

2 4 4 **MAIN AIR CONDITIONING CONDENSATE DRAIN ONLY.**

1 1 1 **HOSE BIBS:** Arrowhead No. 252CVB or equal.

0 0 0 **BUMPER PIPE:** supply only. Set by others.

1 1 1 **FLOOR CLEAN OUT:** sized per plans

1 1 1 **PRESSURE REGULATOR:** brass, size as required

0 0 0 **HOT WATER RECIRCULATING SYSTEM;**

1 1 1 **WATER SERVICE:** PEX

0 0 0 **CAST IRON PIPING;**

0 0 0 **GAS DRYER VENTING:** rough-in only, 4" PVC pipe under slab

0 0 0 **CAMERA MAIN LINE AFTER FINISH, BEFORE OCCUPANCY**

1 1 1 **SEWER CONNECTION:** Schedule 40 PVC up to 5 feet from building connect once, no sand

2 4 4 **UNIT SOV:** ball valve sized per plan

Plumbing Proposal
Mesquite Apartments
Mequite NV

BID PROPOSAL NOTES AND EXCEPTIONS
--

WATER SERVICE will be located in the most logical and cost effective location as determined by a SNAP Plumbing professional unless notified prior to engineering.

ALL DRAIN, WASTE AND VENT to be schedule 40 PVC pipe and fittings, run and secured per prevailing code. No cast iron DWV figured, except where indicated.

ALL REQUIRED ROOF FLASHINGS (Hard Jacks Only) for all plumbing vents will be delivered to and signed for by the site superintendent only, no exceptions.

ALL REQUIRED STRUCTURAL STRAPPING, as a result of notching wood members to accommodate gas and/or plumbing pipe, shall be furnished and installed by others.

SEWER CONNECTION

Supply labor, material and equipment to install schedule 40 PVC sewer line and connect. Price includes backhoe (locate, dig, backfill) time under normal conditions, All hard dig conditions(cailche ect...) requiring a hoe ram is an extra billed @ \$285.00/hr

Plumbing permit fees are not included.

No water or gas meters included, unless noted otherwise in proposal

Trenching of plumbing ditches included. **Slab backfill by PLUMBER.**

Plumber is not responsible for spoilage.

Prices are firm for thirty days from the original bid date.

Water services included at a maximum of 10 feet from building

Meter boxes, tailpieces, jumpers and special valves at services are not included.

Rat, sound and fireproofing is not included.

Removal of rock, cement or other material requiring extra time or special equipment is not included.

Hydrostatic test at water system is included one time.

Builder is responsible for ensuring electronic blueprints are provided by architect at no cost for engineering and design purposes.

Appliance installation furnished by others unless otherwise indicated

PRICES

The work as specified herein is to be performed to the terms and conditions as shown for the following prices:

BLDG 1	\$28,541.00
BLDG 2	\$53,019.00
BLDG 3	\$50,121.00

PERMIT FEES ARE NOT INCLUDED



9080 W. Cheyenne Ave., Ste. 120
Las Vegas, NV 89129
Ph: (702) 838-5311
Fx: (702) 838-5339
www.RimRockEngineering.com

ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement ("Agreement") is made this date between "Client" and Rim Rock Engineering, LLC, ("RRE"), dated December 16, 2021. All services herein are subject to the terms and conditions, as set forth below and on the following pages.

1. CLIENT INFORMATION

Client: Chris Darling
Address: 5305 Secluded Brook Cir.
Las Vegas, NV
Telephone: (702) 334-1551

2. PROJECT INFORMATION

Project Name: Mesquite Apartment Buildings
Location: APN: 001-16-701 & 001-16-701-011
Mesquite, NV

3. PROJECT DESCRIPTION

3.1. The project ("Project") consists of three apartment buildings as follows:

- 3.1.1. Building 1 – 1,496 sq.ft. – Two-Story
- 3.1.2. Plan 20X – 3,520 sq.ft. – Two-Story
- 3.1.3. Plan 23 – 5,016 sq.ft. – Two-Story

3.2. Construction type is anticipated to be conventional wood-framed stud walls with pre-fabricated open-web wood roof and floor trusses (by others) with conventional cast-in-place concrete foundations.

3.3. We anticipate that we will be provided with the following items prior to the commencement of structural design:

- 3.3.1. A copy of a current geotechnical report of the on-site soil conditions, which is sealed by professional engineer appropriately registered in the state of Nevada.
- 3.3.2. Final architectural drawings in electronic format, produced using AutoCAD (or AutoCAD compatible) software. Final architectural drawings shall include floor plans, roof plans, exterior elevations, and building sections.
- 3.3.3. Contact information for the selected truss designer/manufacturer to coordinate truss layout.

4. CONSULTING SERVICES

- 4.1. Consultation during design development phase to value-engineer the structure, establish construction materials, and coordinate the framing layout.
- 4.2. Prepare structural calculation package for design of primary structural system. Primary structural system shall be defined as building foundations, bearing walls, and floor and/or roof framing systems—design of prefabricated roof or floor components (i.e.: trusses) is not included as part of the primary structural system.

- 4.3. Design of exterior flatwork, stairs, site walls, site structures, trellises and other architectural features, etc., is not part of this scope of services, unless specifically included in this agreement.
- 4.4. Generate CAD drawings of the structure during design development phase. Generate final construction documents for submittal to the building department.
- 4.5. Provide electronic copy (i.e., in PDF format) of construction documents and calculations digitally signed by a Nevada-Registered Professional Engineer.
- 4.6. Review and comment on structural shop drawings required for building permit. Client shall submit appropriate submittals pursuant to an agreed upon schedule to avoid negative impacts to the progress of the work. In the absence of such a schedule, a minimum of five working days shall be provided for review; multiple submittal items shall require a cumulative review time allotment of a minimum five working days per item. Client shall be responsible to provide, in writing, all necessary information regarding review priority of multiple submittals, as applicable. Otherwise, multiple submittals will be reviewed in the order they are received.
- 4.7. Provide response letter and revisions to the structural drawings and/or calculations as necessary due to building department structural review comments. Revisions to the structural documents resulting from any other comments or revisions will be handled as an additional service.
- 4.8. During the design phase, re-work or re-design as a direct result of changes, omissions, or errors by the architect, sub-contracted designer, contractor, and/or owner, after substantial completion of work shall be considered as services not expressly set forth herein, but may be provided per the rate schedule in the attached Standard Terms and Conditions, or per a separate written agreement.
- 4.9. Contract administration services are limited to those services provided during construction for the administration of the contract documents. These services may include interpretation of the above documents (i.e., response to contractor RFIs, etc.), and shop drawing review, but shall not include engineering services for any specifically requested revisions to or deviations from the approved construction documents as initiated by anyone other than our office, including the owner, architect, contractor, client, etc. Such revisions or deviations may be handled per the rate schedule in the attached Standard Terms and Conditions, or per a separate written agreement.
- 4.10. Contract administration services will be handled on a Time and Expense basis per the rate schedule in the attached Terms and Conditions, or per a separate written agreement.

5. PROJECT SCHEDULE

- 5.1. We are able to begin immediately on this project and anticipate that we will be able to complete our services within five weeks from the date that we receive a signed Agreement and all necessary design information itemized in Section 3 above, barring any delays beyond our control.

6. RRE'S FEE

6.1. Our fees for consulting services as described above shall be as follows:

6.1.1.	Building 1.....	\$ 2,300.00
6.1.2.	Building 2.....	\$ 5,300.00
6.1.3.	Building 3.....	\$ 7,600.00
6.1.4.	Total.....	\$15,200.00

6.2. The above fees shall be invoiced and payable as follows:

- 6.2.1. \$7,600.00 up-front retainer
- 6.2.2. \$7,600.00 upon completion

6.3. The above-quoted fees shall be valid for a maximum period of 30 days from the date of this agreement, without its execution. If, following contract execution, more than 30 days elapses before project commencement, fees are subject to change commensurate with RRE's standard billing rates, as outlined in the then current Standard Terms and Conditions.

6.4. If Client fails to make payment due to RRE within 30 days of invoicing, then RRE shall be entitled to interest at 18% simple interest per annum.

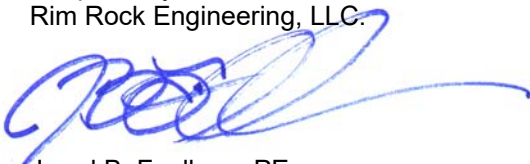
7. STANDARD TERMS AND CONDITIONS

7.1 The Standard Terms and Conditions are incorporated herein (additional 2 sheets attached).

Thank you for the opportunity to propose our engineering services on this project. We look forward to working with you. Kindly indicate your acceptance of this proposal and the attached Standard Terms and Conditions by signing below and returning a copy via fax or mail.

If you have any questions regarding this proposal, please don't hesitate to contact me.

Respectfully,
Rim Rock Engineering, LLC.



Jared B. Faulkner, PE
Principal

Encl. Standard Terms and Conditions

Proposal Accepted for Client:

Signed: _____

Date: _____

Name: _____

Title: _____

(Please Print)

I have read and accept the standard terms and conditions: _____ (initial)

STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions are incorporated into and made a part of the Engineering Services Agreement.

ARTICLE A – PERFORMANCE

RRE and its employees will provide structural engineering services exercising a standard of professional care and completeness normally exercised under similar circumstances by structural engineering companies in this or other localities. RRE makes no warranties or guarantees, expressed or implied, with respect to the providing of its professional Services. RRE's responsibility is limited to the Services, and it assumes no other responsibility for the project for which the Services are intended. These Standard Terms and Conditions shall continue in full force and effect during, as well as after, the completion or termination of RRE's employment.

ARTICLE B – DOCUMENTS

All plans, specifications, reports, notes, data, digital files, calculations, drawings, sketches, and other documents, regardless of medium or content, prepared by RRE, are Instruments of Service and shall remain the sole property of RRE. RRE shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement, RRE grants to Client a non-exclusive, non-transferable license to use RRE's Instruments of Service solely and exclusively for the purpose of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this Article permits the Client to authorize the contractor, subcontractors, sub-subcontractors, as well as Client's consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If RRE rightfully terminates this Agreement for cause, the license granted herein shall terminate. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not intended to be construed as publication in derogation of the reserved rights of RRE. Client agrees not to use said instruments for projects other than the project for which the documents were prepared by RRE, or for future modifications to this Project, without RRE's express written permission. Client agrees, to the fullest extent permitted by law, to indemnify and hold RRE harmless from and against any and all injury, claim, liability, cost, expense, loss, demand, liability, suit, action and/or other damage arising out of or resulting from the unauthorized distribution, reuse or modification of these Instruments of Service by Client, or by any person or entity that acquires these instruments of service from or through Client, without the express written consent of RRE.

ARTICLE C – ADDITIONAL SERVICES

Additional services are services beyond those described herein and shall be billed as time and expense services, or per a separate written agreement. Additional services billed as time and expense services shall be subject to the following hourly rates, with exceptions as outlined in Section 6 above. All fees shall be shall be invoiced and payable in accordance with Article 5 below:

Principals	\$195.00	Designers	\$115.00
Engineers	\$170.00	Drafters	\$ 80.00
Project Managers	\$150.00	Administrative	\$ 50.00

ARTICLE D – ADDITIONAL EXPENSES

Expenses incurred by RRE for additional copies of structural documents beyond the scope of services described herein, will be billed at the following rates, and shall be invoiced and payable upon the Client's receipt of these items:

Calculations, Reports, etc.	Cost plus 15%	Bond and Reproducible Drawings	\$0.60 per ft ²
Courier and Shipping Service	Cost plus 15%		

ARTICLE E – BILLING

The Client engaging RRE is responsible for payment of charge as described in the RRE's Fee section on this Agreement, as well as any and all applicable fees for additional services, as described herein. Payment in full is due upon receipt of the invoice. Invoices unpaid 30 days from the invoice date are considered past due and are subject to an interest surcharge at the rate of 1-1/2% per month. Should the project design phase extend beyond 30 days, the above fee will be invoiced monthly based upon approximate percent of project completion. In the event any bill or portion thereof is disputed by Client, Client shall notify RRE in writing within ten (10) days of receipt of bill in question. Client's failure to make required payments for RRE's services in accordance with the terms of this Agreement is a material breach of this Agreement.

ARTICLE F – CLIENT INDEMNITY OF RRE

Client waives any claim against RRE, and agrees to indemnify, defend and hold the RRE, its members, managers, employees, and representatives forever harmless from and against all claims, demands, lawsuits, liability, loss, judgments or other expense (including, but not limited to, defense costs, expenses and reasonable attorneys' fees) made or imposed upon the RRE arising out of any allegations of injuries to or death of persons (including wrongful death), damages to property, and any other claims arising or allegedly arising from or in any way connected with the Services.

ARTICLE G – LIMITATION OF LIABILITY

- a. RRE shall not be responsible for acts or omissions of Client or third parties not under RRE's direct control.
- b. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of RRE, its officers, directors, members, partners, agents, employees, and consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, cost, or damages whatsoever arising out of, resulting from, or in any way related to the Project, RRE's or its consultants services or this

Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of RRE, its officers, directors, members, partners, agents, employees, and consultants shall not exceed the total compensation received by RRE under this Agreement. Client and RRE acknowledge that this provision was expressly negotiated and agreed upon. Higher limits are available for an additional fee.

- c. RRE shall be entitled to rely upon information supplied by Client, Project Owners, Client's or Owner's agents, contractors or other consultants involved, or upon information available from generally accepted reputable sources including public records, without independent verification. RRE shall not be liable for errors, omissions, or other damages that result from such reliance.
- d. RRE shall not be held liable for any claims made by, through, or under Client except where it is determined that the cost, loss, or damage is solely caused by the negligence or willful misconduct of RRE.
- e. RRE shall not have control over nor charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or safety programs in connection with the Client's Project. RRE shall not be responsible for the contractor's schedules or failure to carry out the Project in accordance with the Construction Documents. RRE shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other providing services or performing work on the Project.
- f. RRE shall not be responsible for damages or be deemed in default by reasons of delays in performance due to circumstances beyond our direct control. RRE does not control the duration of work by others including government agencies and makes no warranty, expressed or implied, about obtaining agency approvals by a certain date. Any such information provided by RRE shall be an estimate only. Client waives any claim against RRE for injury or loss arising from delays caused by government agencies unless such delay is directly attributable to failure of RRE to perform services under its control in a reasonable and customary manner.
- g. The applicable statute of limitations for causes of actions between the parties to this Agreement shall commence to run as the date of Substantial Completion of the Project.
- h. Notwithstanding anything to the contrary herein, Client and RRE agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each others shareholders, RRE/s, directors, agents, consultants, officers or employees.
- i. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Client or RRE.

ARTICLE H – COLLECTION COSTS

In the event legal action is necessary to enforce the payment provisions of this Agreement, RRE shall be entitled to collect those fees due and owing from the Client. In addition, RRE shall be entitled to receive from client judgment of settlement sums due, attorney's fees, court costs and expenses incurred by RRE in connection herewith and in addition, the reasonable value of RRE's time and expenses spent in connection with such collection action, as computed at the hourly rates contained herein.

ARTICLE I – TERMINATION AND SUSPENSION OF SERVICES

- a. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice.
- b. In the event of breach, the defaulting party shall have seven (7) days from receipt of a reasonably detailed written notice to cure the alleged default. If the defaulting party has not cured the default within such period, the non-defaulting party may, at its sole option, terminate the agreement and pursue such remedies it may have, in law or equity, in accordance with the terms of the Agreement.
- c. In the event all or any portion of the Project is abandoned, terminated, or suspended for more than thirty (30) calendar days, Client shall notify RRE in writing of such event and pay RRE for Services rendered and Fees earned, including expenses and other charges incurred by RRE prior to such notice of abandonment, termination, or suspension. In addition, an equitable adjustment to both Fees and schedule will be made to compensate RRE for any resulting costs to demobilize or remobilize.

ARTICLE J – GENERAL TERMS

This document embodies the entire agreement between the parties and may not be amended, modified, altered or changed in any respect whatsoever except by writing duly executed by the parties hereto. If any portion of this Agreement is found to be void or unenforceable, the remaining portions hereof shall remain in full force and effect. Each party represents and warrants to the other that it has all corporate or entity approvals necessary to enter into this Agreement. Neither party may assign or transfer its rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. The waiver by either party of a breach of any provision of the Agreement by the other shall not operate or be construed as waiver of any subsequent breach by the party. Any notice given under this Agreement must be in writing and hand-delivered, faxed, or sent by overnight mail to the other party. This Agreement is to be performed in, governed by, and construed in accordance with the laws of the State of Nevada. In the event of any dispute, the venue of any action shall be had in Clark County, Nevada, and the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including fees and costs in bankruptcy.



December 15, 2021

Chris Darling
9709 Glistening Rock,
Las Vegas, NV, 89149

**REFERENCE: Proposal to Provide Structural Engineering Services:
For Mesquite Multi-family**

Dear Chris:

In accordance with your request, we are pleased to submit this proposal to provide structural engineering services for the above referenced project. Our proposal is as follows:

1. STRUCTURAL ENGINEERING SERVICES: **\$5,750.00**
The fee includes the preparation of structural calculations and drawings for the permitting and construction of the above referenced project. This fee includes the review of structural shop drawings, plotting and shipping for submittals, response to plans check comments and the response to field RFI's. This fee does not include site retaining walls, fences, or other civil site improvements. If necessary, a proposal for these or any additional services will be provided upon request.
2. SERVICES DURING CONSTRUCTION:
For site visits or contractor consultations, resulting from design changes or contractor error, we propose to invoice these services on an hourly basis in accordance with the attached fee schedule.

We would like to thank you for the opportunity to submit this proposal and look forward to working with you on this project. This proposal is valid for 90 days from the date issued. Fee adjustments may be required after 90 days if the proposal has not been executed.

This proposal does not include reproduction costs for drawings or other out of pocket expenses. These costs will be invoiced per the enclosed additional terms of this contract (see Attachment A). This proposal does not include any submittal fees that may be required. These are the responsibility of the owner or his agent.

Your signature below authorizes Vector to commence work on this project. In addition, your signature indicates that you have read and are in agreement with the terms of this contract, including Attachment A, which is a portion hereof. If you have any questions regarding this matter, please contact me at your convenience.

Sincerely,
VECTOR STRUCTURAL ENGINEERS, LLC

Jacob S. Proctor, P.E.
Principal
Enclosure

Authorization to Proceed:

Signature Print Name

Title Date

Accounts Payable Contact Info. (email preferred)

ATTACHMENT A

- A. **GENERAL:** The fee indicated on the attached proposal is based upon information provided by the Client or his agent to VECTOR STRUCTURAL ENGINEERING, LLC (VECTOR). If revisions to the Project are made by the Client or his agent prior to or during the engineering phase, an adjustment in fee may be required. Once executed, this signed contract authorizes VECTOR to commence work. The Client recognizes their responsibility for work completed by VECTOR. In the event the Client wishes to hold or cancel the job, the Client agrees to pay for work already completed, up to the full fee amount if the engineering work is completed. Separate written authorization is required to stop VECTOR from proceeding with work if the Client wishes to hold or stop work.
- B. **ADDITIONAL SERVICES:** For the purpose of this contract, additional services are defined as revisions or additions to the original scope of engineering and/or drafting work. These revisions include adjustments in architectural, civil, mechanical, or electrical drawings which require additional structural engineering work or rework. In addition, additional services could include site visits, contractor consultations, analysis of alternate construction methods or materials, construction repairs, etc., resulting from revisions or contractor error. Fees for additional services will be based upon the following fee schedule:
- | | | | |
|------------------------|---------------|-----------------------------------|---------------|
| Principal----- | \$ 175.00 hr. | Staff Engineer----- | \$ 100.00 hr. |
| Senior Engineer----- | \$ 150.00 hr. | Senior Drafter/CADD Operator----- | \$ 85.00 hr. |
| Managing Engineer----- | \$ 125.00 hr. | Clerical----- | \$ 35.00 hr. |
- C. **PAYMENT:** Unless other terms have been agreed upon in advance, payment for all engineering services is due prior to receiving stamped documents and other goods of service. If terms have been agreed upon in advance, they will be as follows: Payment for all engineering services is due upon receipt of invoices for engineering services rendered to date. Any amounts not paid within 30 days from the date of the invoice will be considered in default and will commence to bear an interest of 18% per annum. VECTOR reserves the right to stop or withhold work for any client whose account is past due. The Client is responsible for payment, costs of collection, interest, and reasonable attorney's fees for all amounts in default.
- D. **REIMBURSABLE EXPENSES:** Overnight shipping, air cargo, delivery, and travel expenses will be invoiced to the Client at VECTOR's direct cost plus 15%. Mileage for project related travel will be invoiced at \$.485/per mile. In-house plotting and drawing reproduction costs will be invoiced as follows: In-house plotting and drawing reproduction costs will be invoiced at \$.15/ft². Any outsourced plotting or drawing reproduction costs will be invoiced to the Client at VECTOR's direct cost plus 15%.
- E. **OWNERSHIP OF DOCUMENTS:** All plans, calculations, sketches, documents and notes prepared by VECTOR are the property of VECTOR and are intended for use by the Client for the Project and location specifically indicated in the contract. All engineering documents prepared by VECTOR must not be reproduced, reused, "card filed", sold to a third party, or altered in any way without the written authorization of VECTOR.
- F. **UTAH LAW:** Any litigation, controversy or adversarial proceeding related to the work defined in the contract will be governed by the laws of the State of Utah.
- G. **CHANGES:** This Agreement may be changed or amended upon the mutual consent of the parties thereto.
- H. **DEFECTS IN SERVICE:** The Client will promptly report to VECTOR any defects or suspected defects in VECTOR's services of which the Client becomes aware, so that VECTOR may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and must require all subcontractors at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify VECTOR will relieve VECTOR of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- I. **LIMIT OF LIABILITY:** The Client agrees to limit VECTOR's liability to the Client and to all contractors and subcontractors on the Project due to VECTOR's negligent acts, errors or omissions, such that the total aggregate liability of VECTOR to all those named will not exceed \$5,000 or VECTOR's total fee for services rendered on the specific Project, whichever is greater. VECTOR will not be liable for any projects for which payment has not been made in full within 60 days of completing the Project. VECTOR will not be liable for any unstamped, preliminary engineering services.
- J. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor VECTOR, their respective officers, directors, partners, employees, contractors or subconsultants will be liable to the other or will make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages will include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause or action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and VECTOR will require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
- K. **MEDIATION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and VECTOR agree that all disputes between them arising out of or relating to this Agreement or the Project will be submitted to nonbinding mediation. The Client and VECTOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.
- L. **STEPPED DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and VECTOR agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter for binding arbitration.
- M. **THIS ATTACHMENT IS A PART OF THE ORIGINAL PROPOSAL.**

Stucco & EIFS

Siding

Scaffolding



Performance Builders

Our Name Says It All...

4275 ARCATA WAY
N. LAS VEGAS, NEVADA 89030 NV LIC. 67266-C17
PHONE: (702) 547-0089 FAX: (702) 647-0089

DARLING DEVELOPMENT
LAS VEGAS NV.

Phone: 702 334-1551

Fax:

Attention: CHRIS DARLING

chris@atrackout.com

Ladies and Gentlemen:

We propose to perform the following work on the above-referenced project according to plans, with the following clarifications:

Project: MESQUITE MULTI FAMILY

Bid Date: 12/17/2021

SPECIFICATIONS:

Apply one coat stucco on sheathed wood frame construction with finish

BASE BID:

*APPLY 1 COAT STUCCO WITH WOVEN WIRE AND
10 MINUTE GRADE D PAPER WITH A LACE FINISH
"NO COLOR"*

ALT: ADD FOR CONCRETE WASH-OUT BIN IF NOT PROVIDED BY GC

BLDG 1	BLDG 2
\$49,517	\$31,064
\$500	\$500

*NOTE: PROPOSAL IS A BUDGET BASED OFF PRE APPLICATION PERMIT SET.
PRICE MAY DIFFER WHEN APPROVED PERMIT SET IS AVAILABLE
PRICE MAY ALSO DIFFER IF MATERIAL PRICES CONTINUE TO RISE.*

**GC to provide a compact & level ground surface, free of excess debris or large rocks prior to setting of scaffold.
CANOPIES, AWNINGS, ETC TO BE DONE AFTER STUCCO TO ALLOW SCAFFOLD TO BE SET**

PLEASE REVIEW THE ATTACHED INCLUDES & EXCLUDES PAGE

PLEASE READ THE FOLLOWING LISTS OF INCLUDES & EXCLUDES CAREFULLY. THEY WILL REMAIN PART OF ANY CONTRACT AND **SCOPE OF WORK** THAT IS ENTERED INTO BY PERFORMANCE BUILDERS.

INCLUDES		
1.)	X	INCLUDES APPLICATION OF A ONE COAT STUCCO SYSTEM JOB MIXED DIAMOND WALL 1-COAT STUCCO AND BULK SAND
2.)	X	INCLUDES 1" EPS FOAM r3.85 AND 1"x20 ga WOVEN WIRE
3.)	X	INCLUDES APPLYING A GALVANIZED METAL WEEP SCREED AT ALL BOTTOM PLATE AREAS.
4.)	X	INCLUDES WATERING OF BROWN COAT PER UBC OR ICC AS NEEDED
5.)	X	INCLUDES WATERING OF FINISH COAT ONE TIME ONLY (NOT RESPONSIBLE FOR PH LEVEL)
6.)	X	INCLUDES AN EXTRA LAYER OF 10 MINUTE 2 PLY GRADE D BLACK PAPER AT ALL SHEAR WALL AREAS.
7.)	X	INCLUDES 2" FIBERGLASS MESH AT JOINTS OF FOAM POPOUT ONLY
8.)	X	INCLUDES CORNER AID APPLIED AT ALL EXTERIOR OUTSIDE CORNERS EXCLUDING ANY FOAM POPOUTS.
9.)	X	INCLUDES PROVIDING ALL FOAM POPOUTS PER PLANS AND ELEVATIONS.
10.)	X	INCLUDES SCAFFOLD FOR OUR SCOPE/TRADESMEN
11.)	X	INCLUDES PULLING STUCCO SPOILS BACK TWO FEET FOR REMOVAL BY OTHERS
12.)	X	INCLUDES STUCCO ON EAVE FACIA AND SOFFIT
13.)	X	INCLUDES STUCCO ON UNDERSIDE OF 2nd FLOOR DECK
14.)		
EXCLUDES		
1.)	X	EXCLUDES USING ANY COLOR STUCCO, WHITE CEMENT OR PAINTING. UNO
2.)	X	EXCLUDES SEALERS AND CAULKING
3.)	X	EXCLUDES ANY SPECIAL METAL TRIMS OTHER THAN THOSE CONTAINED IN OUR LIST OF INCLUDES.
4.)	X	EXCLUDES ANY ROOF FLASHING OR COUNTER FLASHING.
5.)	X	EXCLUDES ANY CONTROL OR EXPANSION JOINTS UNLESS SHOWN ON ELEVATION SHEETS
6.)	X	EXCLUDES PROVIDING A DUMPSTER FOR LATH OR STUCCO DEBRIS. If we are to supply add \$500 per dumpster
7.)	X	EXCLUDES HAULING OFF ANY KIND OF LATH OR STUCCO DEBRIS.
8.)	X	EXCLUDES EXTERIOR SHEATHING, BLOCKING, BACKING OR FURRING.
9.)	X	EXCLUDES ALL STONE WAINSCOT, MANUFACTURED ADHERED STONE, STUCCO BRICK OR PRECAST.
10.)	X	EXCLUDES STUCCO OVER CMU FENCES, SITE WALLS OR RETAINING WALLS. UNO.
11.)	X	EXCLUDES ANY SPAYED OR TROWELED ON FLUID-APPLIED MEMBRANE AIR BARRIERS
12.)		
13.)	X	EXCLUDES SCOPE FROM SPEC BOOK, NONE PROVIDED AT BID TIME UNLESS NOTED OTHERWISE

GENERAL CLARIFICATIONS:

We provide scaffold and equipment for our work. Other trades are not permitted use of this scaffold without a prior written agreement.

G/L Insurance Limits: \$2,000,000 / \$4,000,000 we have EIFS insurance.

Worker's Comp Limits: \$1,000,000

NV License No: 67266 C-17 Bid Limit: \$4.5 MILLION

Respectfully submitted,
 RANDY SORENSEN
 PERFORMANCE BUILDERS
 CELL (702) 523-3481

Proposal Expiration Date: 2/17/2022



Aggregate Industries, SWR, Inc.
#10639A-AB Unlimited
4675 West Teco Avenue #140
Las Vegas, NV 89118
Phone: 702.649.6250 • Fax: 702.649.8834

To:	CDJT Holding LLC	Contact:	
Address:	5305 Secluded Brook Circle Las Vegas, NV 89149	Phone:	702-334-1551
		Fax:	
Project Name:	151 & 161 First Street **Budget**	Bid Number:	SWRJLE210097
Project Location:	MESQUITE, NV	Bid Date:	

Line #	Item Description	Total Price
1	MOBILIZATION	\$18,000.00
2	BOX OUT TO SUBGRADE FOR AC SECTION & SIDEWALK AREA	\$9,000.00
3	SCARIFY & COMPACT SUBGRADE	\$2,500.00
4	INSTALL 4" TYPE II UNDER ASPHALT, TYPE II UNDER CURB, SIDEWALK & TRASH ENCLOSURE	\$11,100.00
5	INSTALL 2" ASPHALT	\$21,050.00

Total Bid Price: \$61,650.00

Notes:

- PRICING IS BASED ON CURRENT ASPHALT OIL PRICES FOR BUDGET PURPOSES! UPON FINAL DRAWINGS AISWR WILL ADJUST PRICING ACCORDINGLY.

- We hereby propose to furnish materials and labor to complete the work outlined herein for the sum of: PER PRICES ABOVE. Payment to be made as follows: Thirty (30) days from date of invoice. This Estimate and Agreement and attached forms must be made part and parcel to any contract agreement into which Aggregate Industries (U.S.) may enter. Proposal will be void if General/Owner breaks proposal into various parts, without prior approval.

Unless noted above the proposal specifically excludes: payment & performance bond & fees, traffic/pedestrian control & barricading, traffic control permit & plans, shoring, bracing, underpinning, over excavation, profilographing & grinding, excavate & backfill of retaining walls, drain rock, perforated drain pipe, geotextile fabric, waterproofing of any kind, over excavation of footings, sawcut of asphalt/concrete, demo & removal of asphalt & concrete items, removal of all unforeseen items below grade, type II base, grading of any kind, subgrade to be +/- .10' prior to AISWR arrival, import & export material, haul off of spoils generated by others, soil stabilization (rock abatement and/or dust palliative), soil sterilization (herbicides), caliche and/or rock excavation, dewatering, discharge permit, sand, visqueen or vapor barrier, trash removal & disposal, landscape grading of any kind, landscape material, backfill landscape planters & parking lot islands (behind back of curb), SWPPP permit & devices, dust permit, grading permit, encroachment permit, pavement markings & signage, flaggers, type II for concrete flatwork unless noted, trench plates for access, temporary fencing, barrier rail, site security, specific site safety training and/or badging requirements, administration cost associated with OCIP's, quality control/quality assurance, asphalt cores, street sweeping, utility patching for onsite & offsite unless noted, NDOT/PG Mix, Open Grade, UTACS (aka BWC), surveying, utility adjustments, potholing, light plants, night and weekends, and construction water.

*****ADDITIONAL PROVISIONS*****

1. **SCOPE:** The purchaser shall be the person or persons and/or The Company accepting this proposal. Aggregate Industries (U.S.). (Aggregate Industries) shall furnish all necessary material, labor and equipment to complete the work specified herein. Unless otherwise specified by the project plans and specification, all materials and workmanship shall be in accordance with applicable Local, State and Federal Specifications and Standards.
2. **PROPOSAL OFFER EXPIRATION:** This proposal shall be void unless accepted within days from the date hereof (30 days unless otherwise stated.)
3. **WORK CONDITIONS:** Unless otherwise stated herein the contract price is based upon the following conditions:
 - a. Aggregate Industries will be provided with the adequate access to the work site that it deems necessary.
 - b. Aggregate Industries will be provided a work site free of obstructions and free of interference by others.
 - c. The work covered by this agreement shall be performed in a single, continuous operation that will require only one mobilization, unless otherwise stated herein.
 - d. The work covered by this agreement is based upon producing the necessary hotmix asphalt by Aggregate Industries' own hotmix plant and is subject to the seasonal operation of said hotmix plant.

Variances from the above conditions shall be considered changes to the work, see Item No. 10.

4. **PERFORMANCE:** Unless otherwise stated the work covered by this agreement must be completed within Aggregate Industries' current construction season. If for any reason the work is delayed into a subsequent construction season the contract price may be increased to reflect Aggregate Industries' prices current for when the work is done.

- 5. **PRICE ADJUSTMENT FOR ASPHALT CEMENT:** Because of a fluctuating world, national, and/or regional supply of crude oil, our supplier(s) of asphalt cement may not furnish us with a stable price for asphalt cement utilized in our hotmix asphalt. It is accordingly expressly agreed that the contract price of any hotmix asphalt covered by this proposal and agreement may be increased or decreased by the amount necessary to reflect any increase or decrease after the date hereof of the cost to Aggregate Industries of the asphalt cement utilized in the hotmix asphalt covered by this agreement. It is agreed that the purchaser shall give Aggregate Industries a 15 (fifteen) day written notice prior to the date on which any work to be performed hereunder is to commence. Following receipt of such notice, Aggregate Industries shall notify the purchaser of the dollar amount of increase or decrease in the contract price, if any, applicable to the work. If subsequent to such notice of price adjustment but prior to 5 (five) days before commencement of the asphalt work, the purchaser gives Aggregate Industries written notice that such price adjustment is not acceptable, then Aggregate Industries may, at its option, terminate further performance and this agreement. In the event of such termination Aggregate Industries shall be paid for the work performed through the date of termination, if any, and shall have no further obligation or liability to the purchaser or to any others by reason of such termination. If the above 15 (fifteen) day notice is not received by Aggregate Industries, it is hereby authorized to adjust the contract price by the amount necessary to reflect the changes after the date hereof, of the cost to Aggregate Industries of the asphalt cement utilized in the hotmix asphalt covered by this agreement. The purchaser hereby agrees to pay for the work performed hereunder at such adjusted contract price.

- 6. **AUTHORIZATION:** The purchaser represents that he/they are the owner of the premises on which the proposed work is to be done or that they are the authorized representative of the owner and that the owner's permission and authority is hereby granted to Aggregate Industries to perform such work on the subject premises.

- 7. **VEGETATION:** It is agreed that if a soil sterilizer and/or vegetation growth inhibitor is applied in an effort to prevent weed growth that no guarantee is expressed or implied that its use will have satisfactory effect. The purchaser hereby covenants and agrees to save and hold harmless Aggregate Industries and its agents from and against any and all damages, claims, costs or expenses whatsoever arising from or growing out of the use of such soil sterilizer and/or vegetation growth inhibitor.

- 8. **SUBGRADE SOIL CONDITIONS:** The purchaser may wish to engage an independent licensed soils engineer to conduct a study of the subgrade soil beneath the proposed asphalt, or to make recommendations or to make a pavement design. Aggregate Industries will, upon request, modify this proposal and contract price to include such recommendations. Aggregate Industries assumes no responsibility for or liability relating to the underlying soil conditions.

- 9. **LIMITED WARRANTY:** Subject to the terms of this paragraph, all material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Aggregate Industries hereby warrants the work performed by it from and against defects in materials and workmanship for a period of one year from the date of completion of the work, unless specifically agreed otherwise elsewhere in the Agreement, or in a separate written agreement signed by the purchaser and Aggregate Industries. No warranty is given in the event the slope allowed or provided for under the specifications provided by the purchaser is less than 1% (1 foot vertical per 100 foot horizontal). This warranty shall not apply to settlement or cracking of any pavement due to expansive soils, or improperly compacted utility trenches, or improperly compacted subgrades prepared by others. **THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER GUARANTY OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- 10. **CHANGES TO THE WORK:** Additional charges shall be made for added or changed work items or for changed work conditions. The additional charges for such added or changed work conditions shall be on the basis of Aggregate Industries' cost plus 10% for profit.

- 11. **ENGINEERING & TESTING:** Unless otherwise provided in the description of the work to be performed, the price of the work does not include the cost of engineering services, construction staking, quality control testing, surveying, testing of materials, and/or testing of compaction.

- 12. **INSPECTION OF WORK:** Inspection during the progress of the work shall be the responsibility of the purchaser. In the absence of inspection Aggregate Industries shall use its best judgment to interpret the plans and specifications and Aggregate Industries' best judgment shall be conclusive as to its obligations thereunder.

- 13. **PAYMENT:** The work completed will be invoiced monthly and upon completion. The total amount invoiced is due on the invoice date. A finance charge of 1 1/2% percent per month (18% percent per annum) will be charged on any balance 30 days past due. 1 1/2% per month (18% per annum) unless otherwise provided. No retainage may be withheld unless specifically agreed to in writing by Aggregate Industries.

- 14. **COLLECTION:** AGGREGATE INDUSTRIES may file liens and bond claims within the prescribed periods for its own protection in the event collection efforts are necessary. An additional charge will be made for cost of all collection expenses, including interest and reasonable attorneys fees, incurred by Aggregate Industries whether based upon a lien, bond claim, or other procedure.

- 15. **FINANCIAL RESPONSIBILITY:** If at any time Aggregate Industries, in its sole judgement, determines that the financial responsibility of the purchaser is unsatisfactory, it reserves the right to require payment in advance or satisfactorily guarantee that invoices will be paid when due. If any payments are not paid when due, Aggregate Industries, at its option may cancel any unfulfilled portion of this agreement without further obligation or liability, and all work theretofore completed shall thereupon be invoiced and be due and payable immediately. Upon credit approval Aggregate Industries reserves the right to withdraw from this agreement if purchaser has unsatisfactory credit.

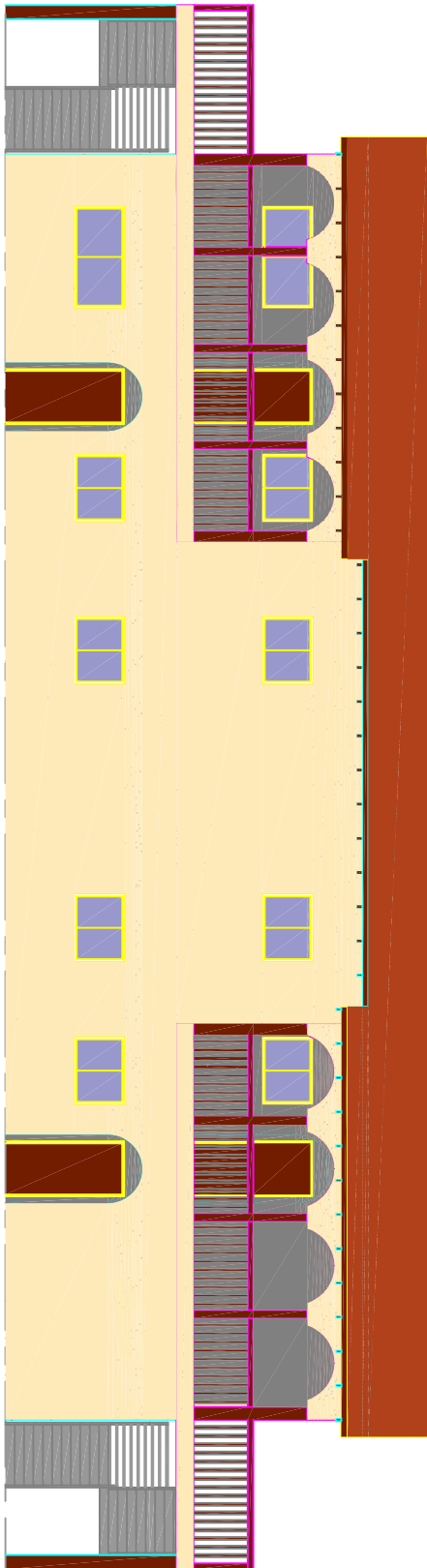
- 16. **SALES TAXES:** All applicable State, City, and County sales taxes which are currently in effect are included in the price quoted unless specifically stated otherwise in this agreement.

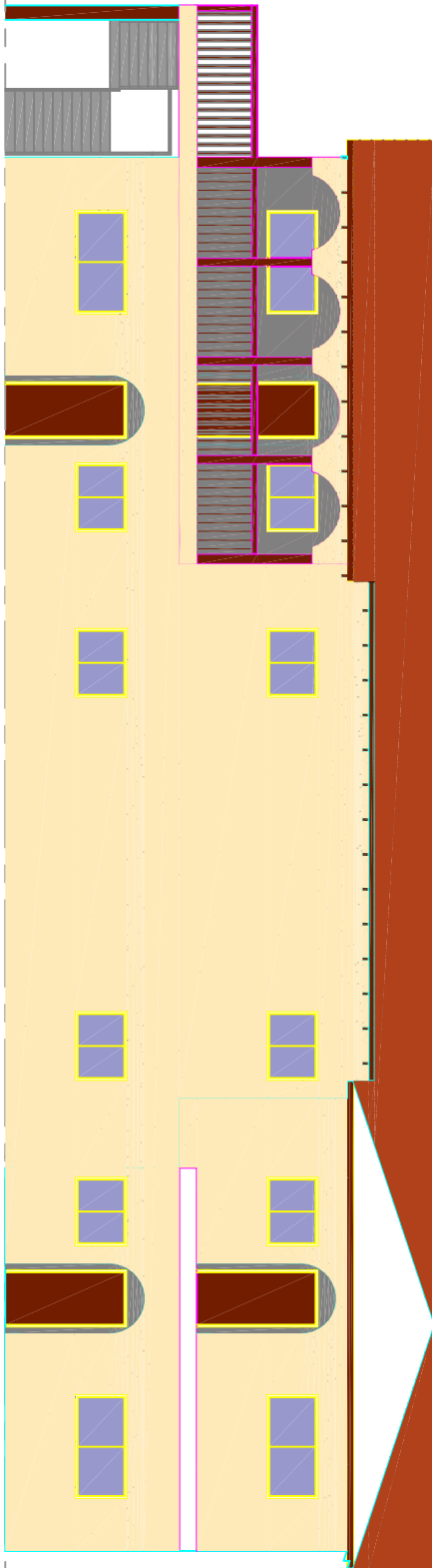
- 17. **PERMIT FEES/BOND COSTS:** The price quoted in this proposal does not include the cost of any bonds and/or permits required by the State, City and/or County in which the work is to be done. The cost of these bonds and/or permits will be added to the contract amount.
- 18. **PRICE GUARANTEE:** It is agreed that if completion of all work herein is not done by thirty days after submission of proposal, then prices set forth above are not guaranteed and the parties shall negotiate new prices for incomplete work only, unless Aggregate is sole cause for delay. Should parties be unable to agree on adjusted prices, Aggregate shall have the right to terminate contract without recourse by buyer.
- 19. **FORCE MAJUERE:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (I) by causes beyond the party's reasonable control and occurring without its fault or negligence, including, without limitation, asphalt and/or oil suppliers, failure of suppliers, subcontractors, and carriers, equipment, malfunctions or breakdowns, strikes, lockouts, boycotts, embargos, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, plus any weather delay or other delays that may have occurred during the FORCE MAJUERE.

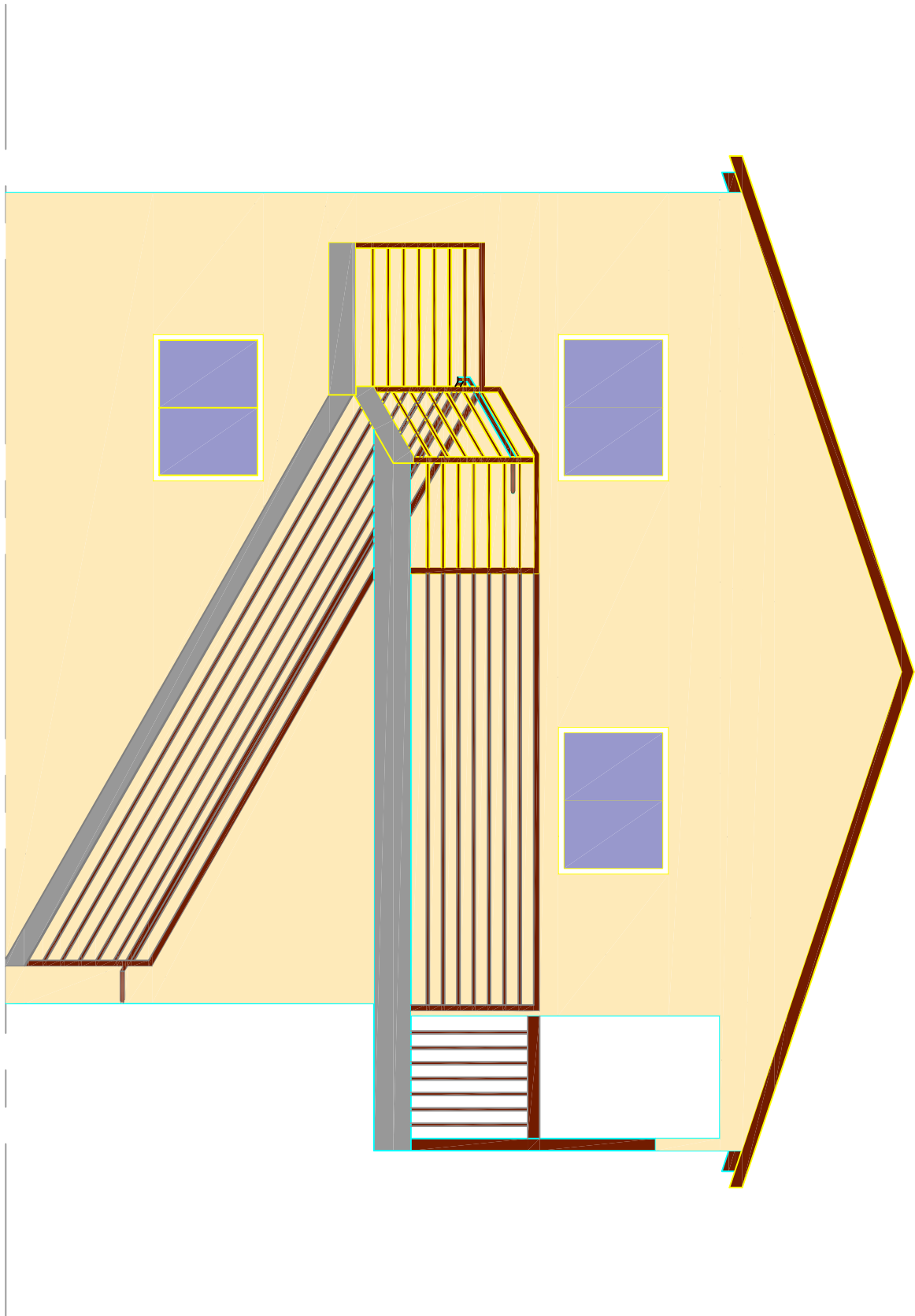
===== ACCEPTANCE =====

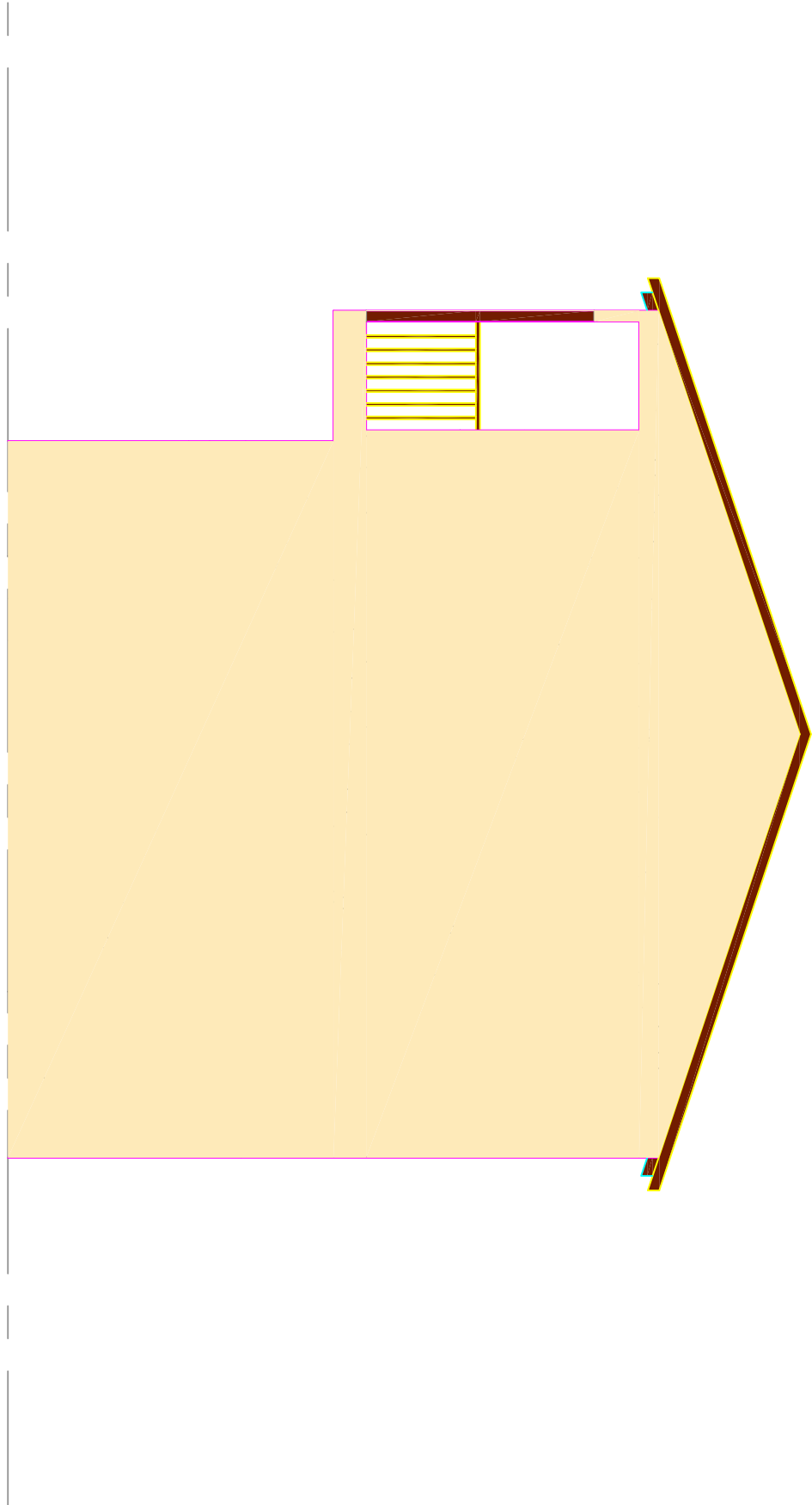
The specifications, conditions, attachments, terms and contract are satisfactory, and I (we) hereby authorize the performance of this work. Also, I (we) have read and accept the additional provisions as stated above.

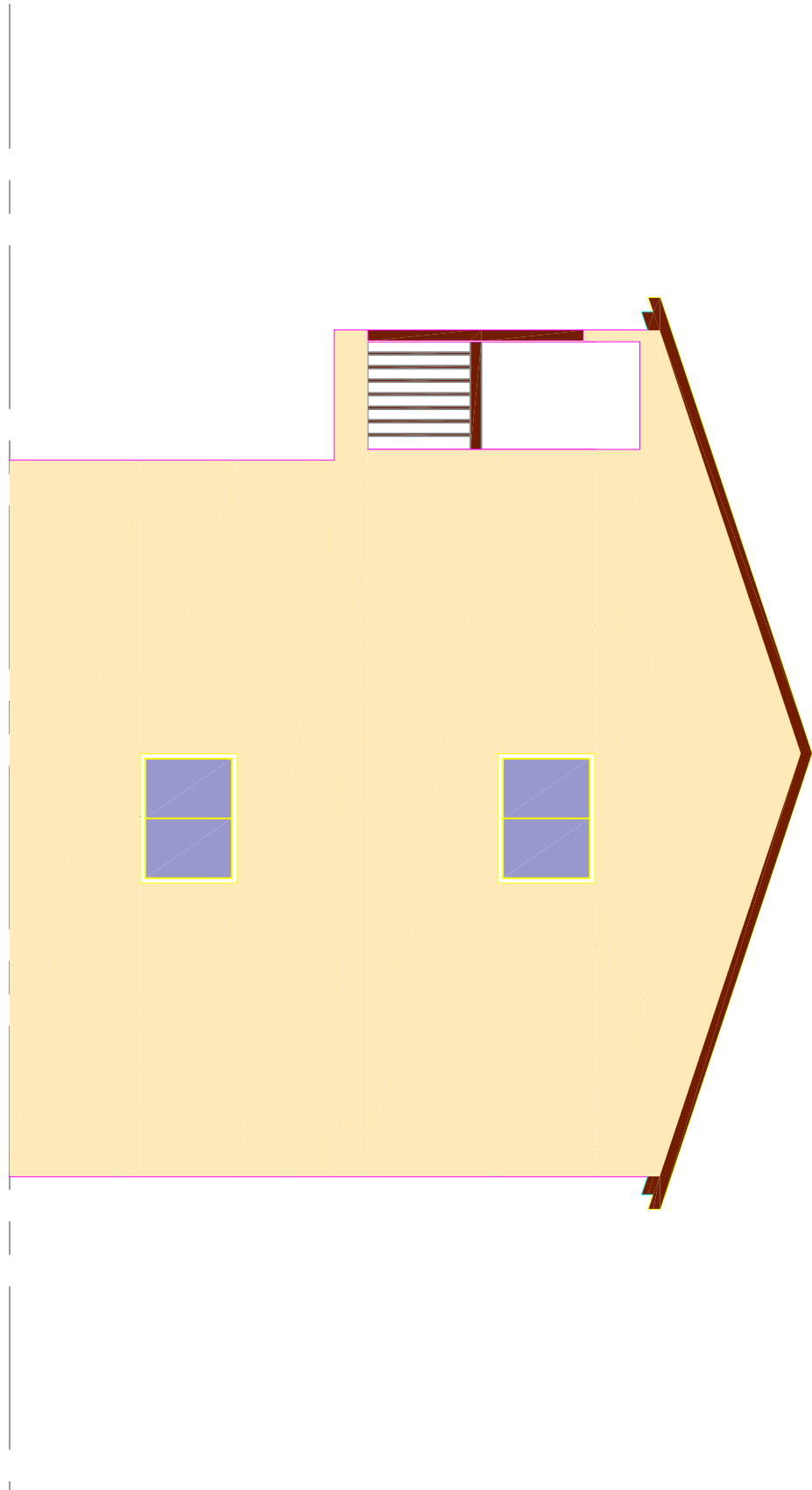
ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Aggregate Industries SWR Authorized Signature: _____ Estimator: Jerry Englehart jerry.Englehart@aggregate-us.com
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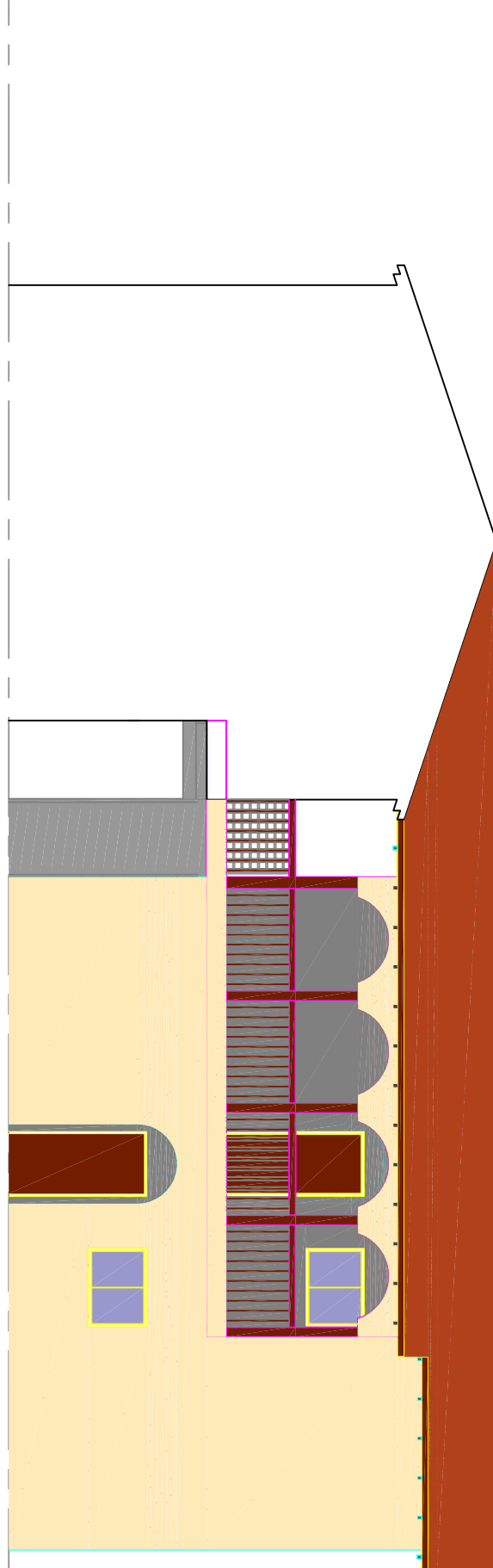


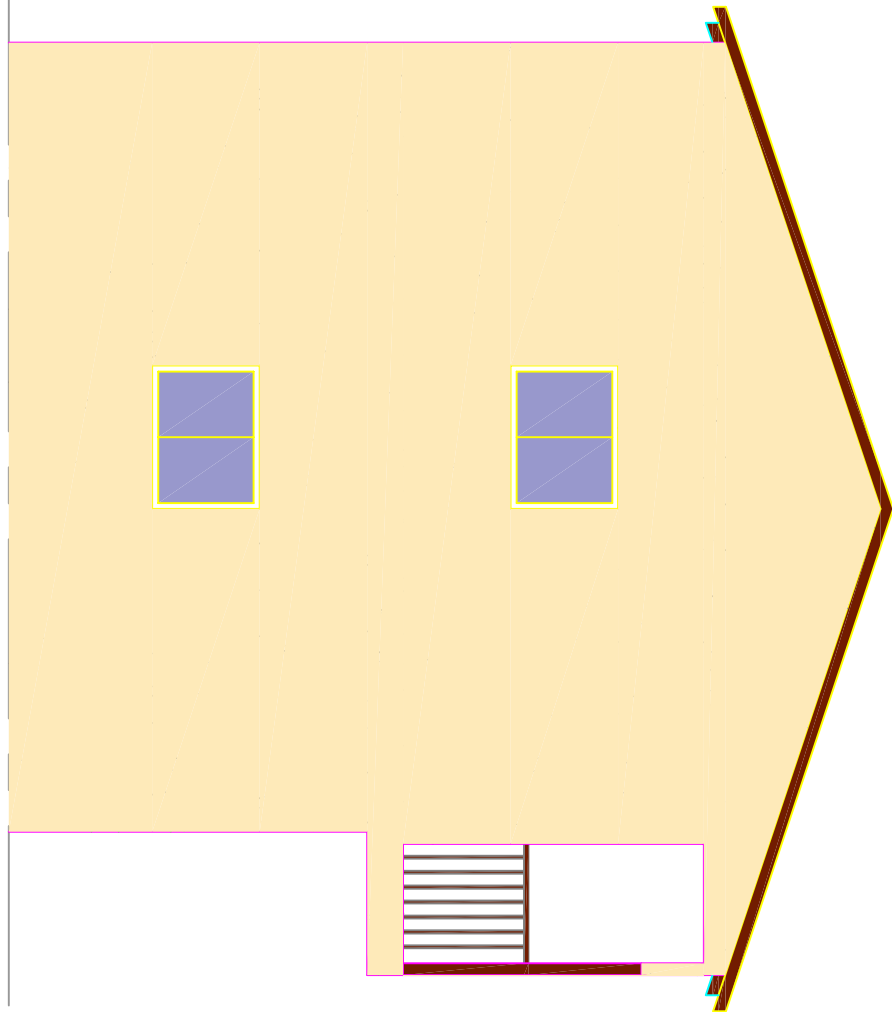


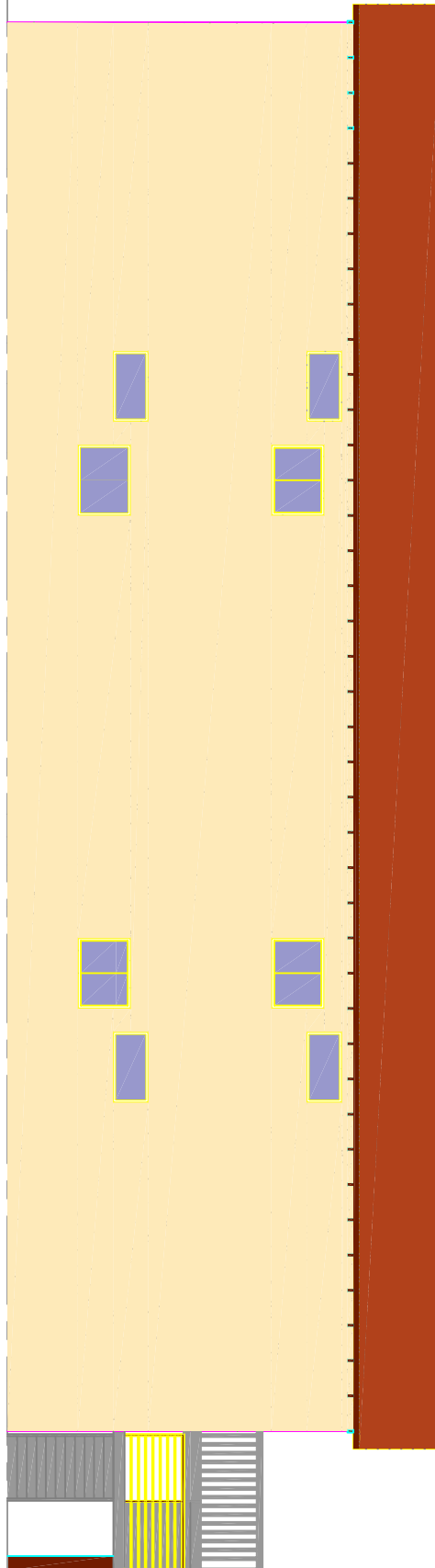


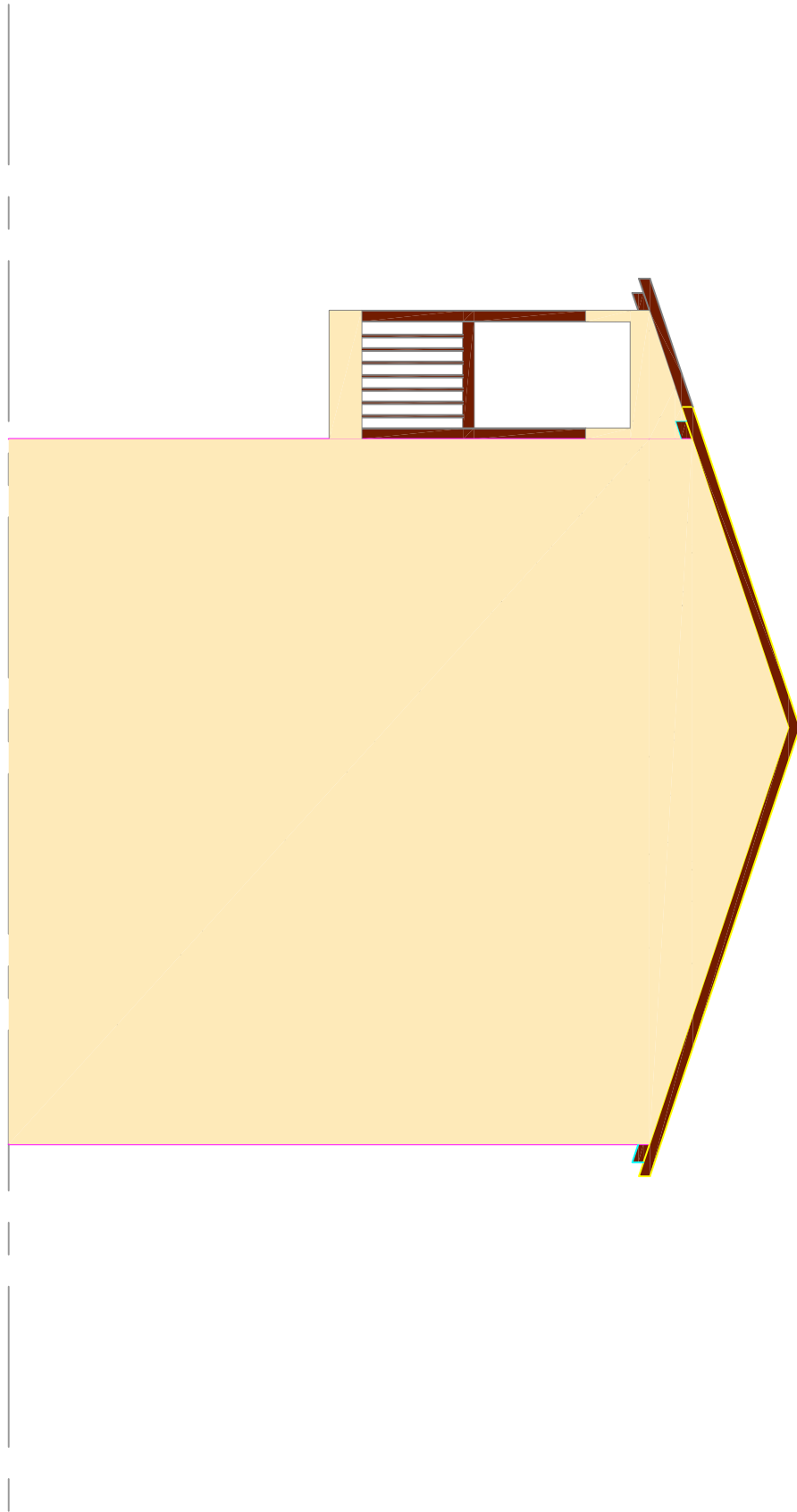


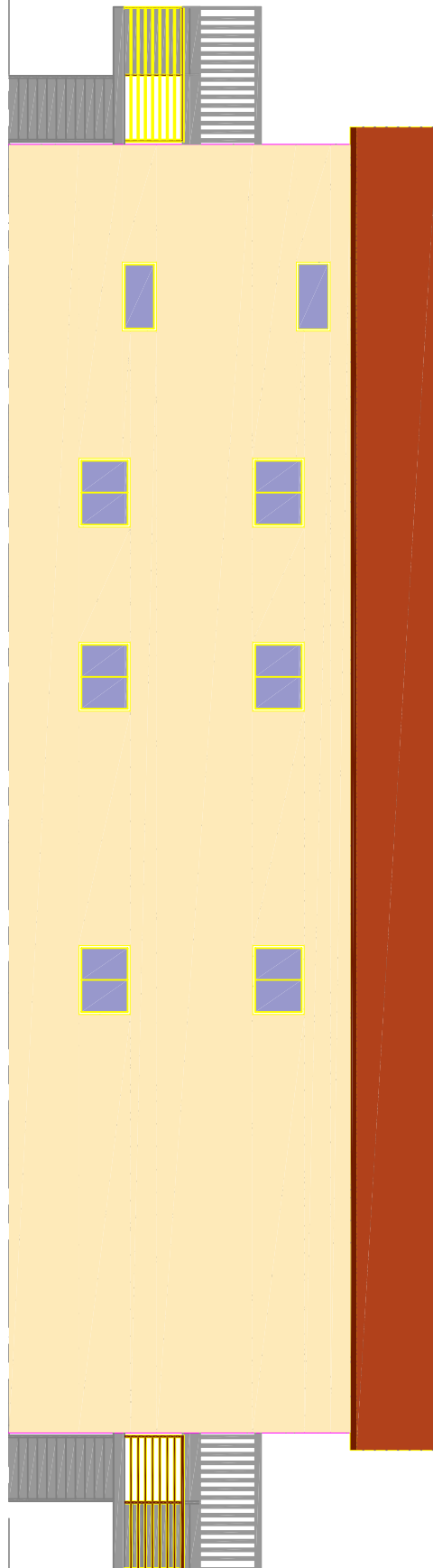


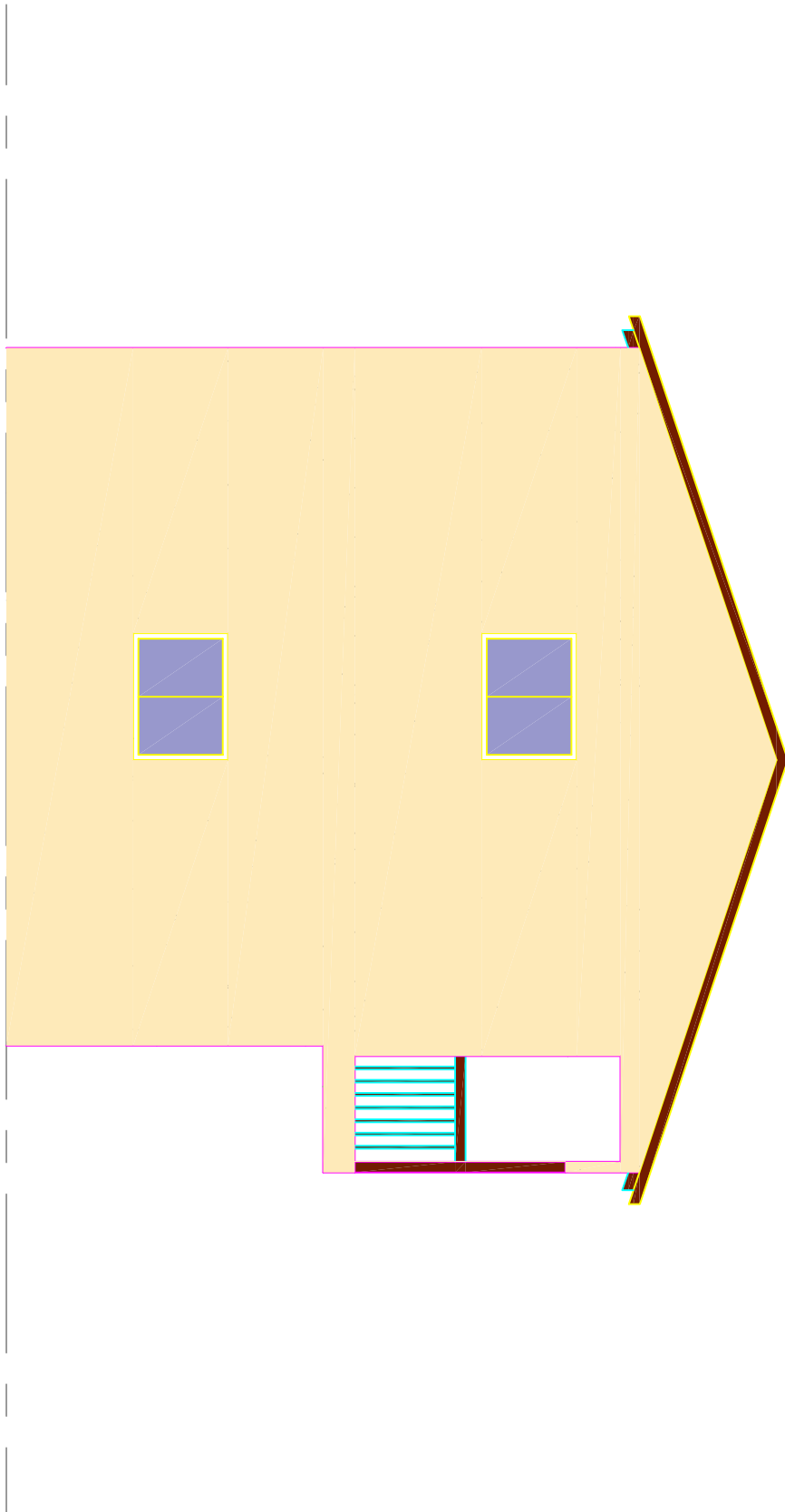


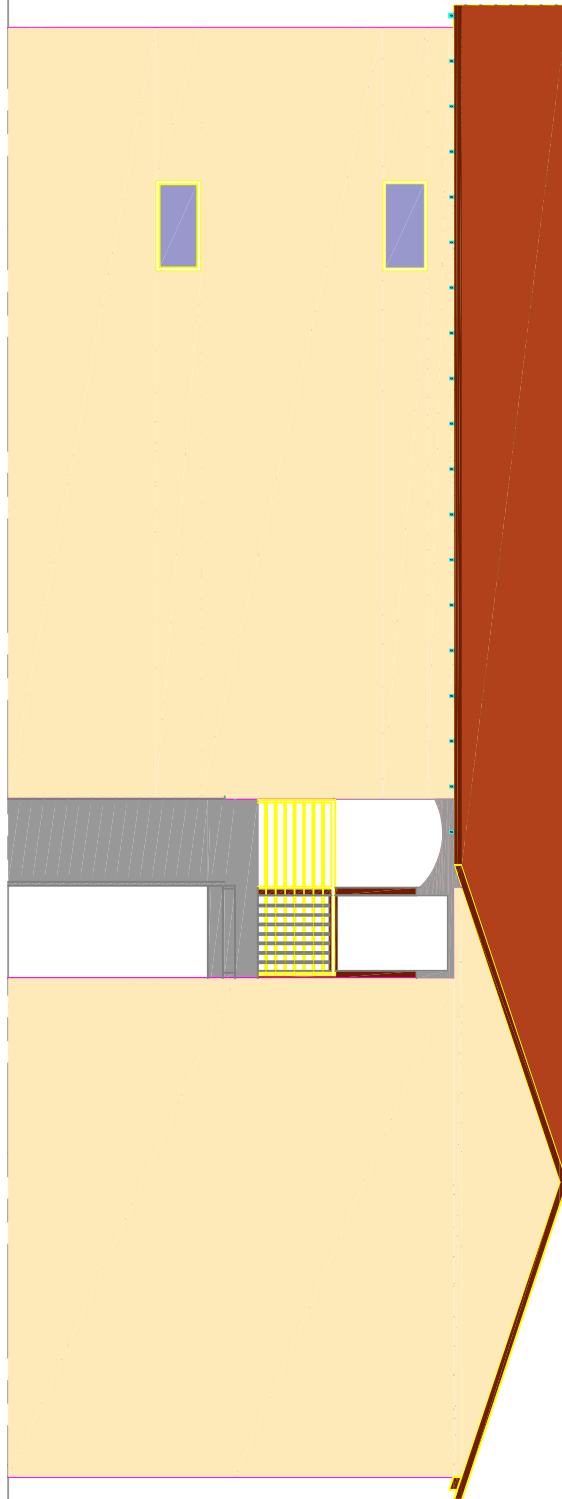


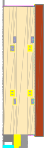
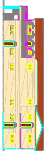
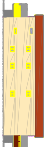
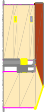


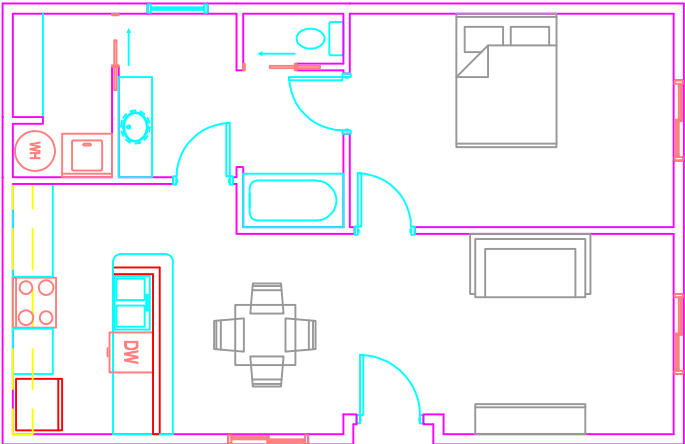




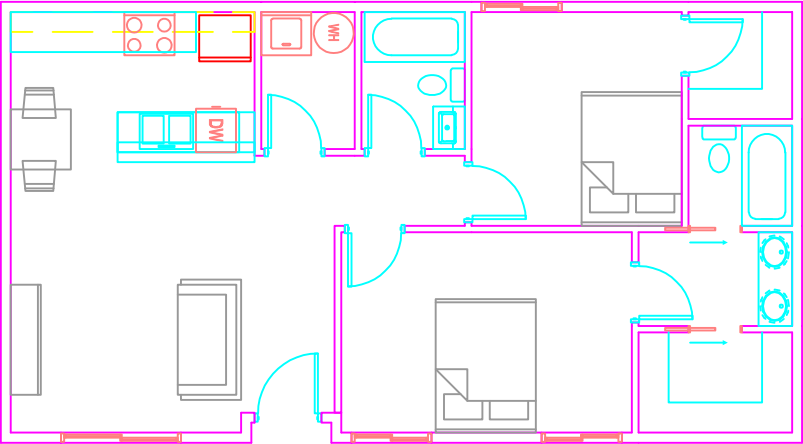




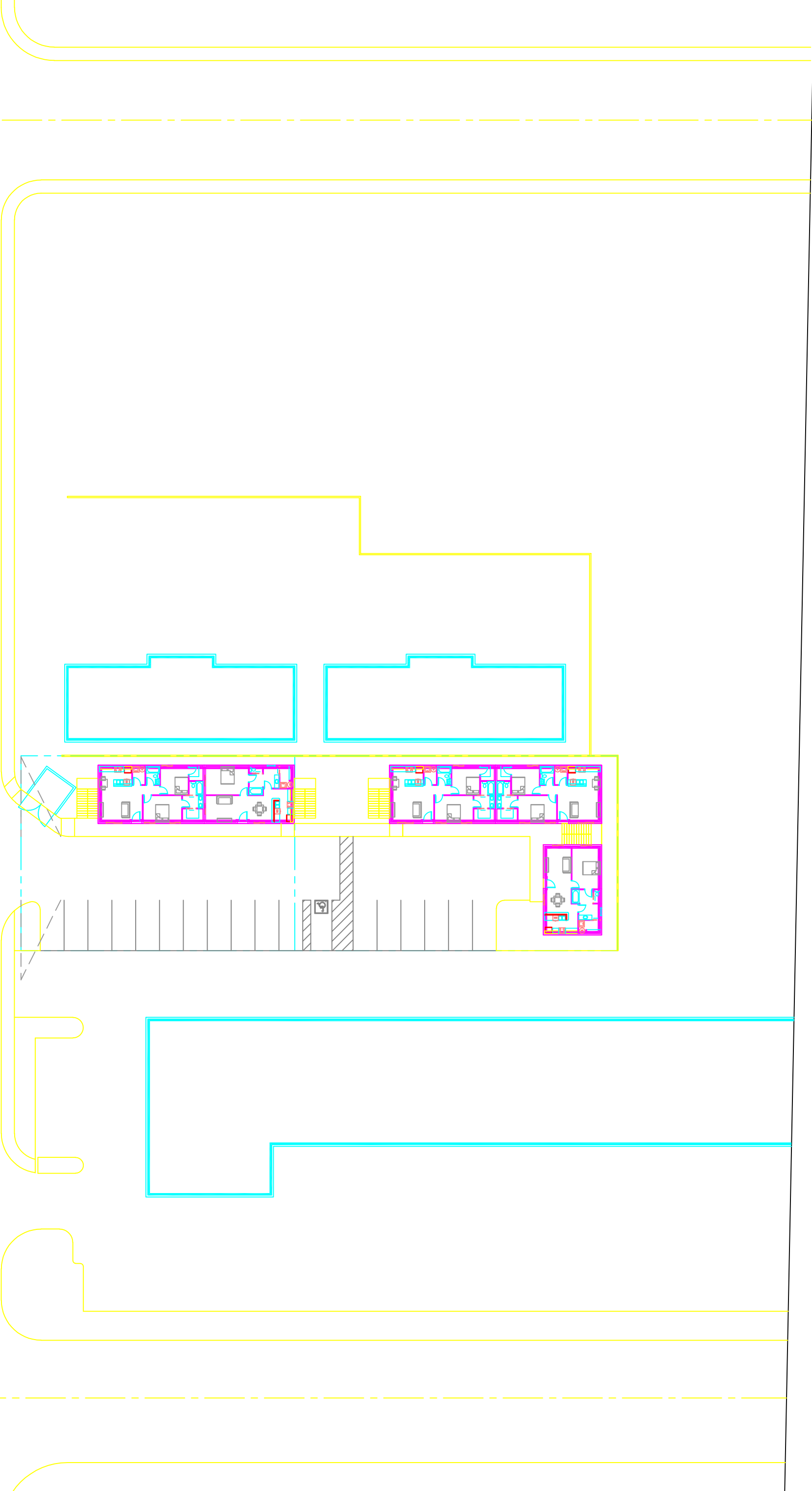




1 BEDROOM
1 BATHROOM
1 STORY



2 BEDROOM
2 BATHROOM
1 STORY



...\\...\\Production\\Drawings\\Architectural\\XREF\\site.PNG



AGENDA ITEM
Redevelopment Agency
Meeting Date: February 8, 2022
Submitted by: Martine Green
Submitting Department: City Manager

Administrative

Consideration for approval for RDA funds of \$99,999 for 161 E. First South Street for pre-construction costs of Architect (SPARC Design) , Structural Engineer (Vector Engineers) and Sils Engineer (GES).

- Public Comment
 - Discussion and Possible Action
-

PETITIONER: Martine Green, Deputy City Manager **DEPARTMENT:** City Manager

RECOMMENDATION:

Approve RDA funds of \$99,999 for 161 E. First South Street for pre-construction costs of Architect (SPARC Design) , Structural Engineer (Vector Engineers) and Sils Engineer (GES).

Background:

Fiscal Impact: RDA funds available for \$99,999.00

Budgeted Item: Yes

Attachments:

- [RDA 161 Full file.pdf](#)

City of Mesquite NV
10 East Mesquite Blvd
Mesquite, NV 89027

To whom it may concern,

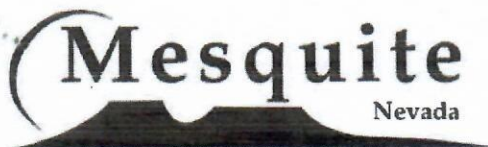
I am requesting Redevelopment Agency Funds to assist in the construction of 10 apartments on 151 and 161 E First South St, in Mesquite NV. The funds will assist in the building of the apartments. We plan on building 6, 2-bedroom apartments and 4, 1-Bedroom apartments. Our goal is to start construction in the next 2-3 months and be finished within 6 months from there.

Our plan is to be complete in the 6 months, but with the shortage of supply chains and labor forces, it will be challenging.

I have attached color renderings, floor plans of the units and elevations. Please look them over and let me know if you have any questions.

Thank you for this opportunity and I look forward to building in the City of Mesquite.

Chris Darling
CDJT Holdings LLC



City Manager's Office
10 East Mesquite Boulevard
Mesquite, NV 89027
Phone: (702) 346-5295
Fax: (702) 346-2795

FINANCIAL ASSISTANCE APPLICATION

This program provides Redevelopment Agency (RDA) Funds to assist any property owner(s) or tenant(s) who are interested in upgrading or expanding their business located within the boundaries of the Redevelopment Area (explain where located?).

Please submit a complete application with the listed required documents and appropriate signatures to avoid any delays in application process. Please print legibly in either blue or black ink.

1. TYPE OF APPLICATION (check one)

- ☐ Facade Rehabilitation Program
☐ Sign Replacement Program
☒ Building, Remodeling or Rehabilitation Program

2. PROPERTY INFORMATION

Business Name: *CDJT Holdings LLC*

☐ Corporation (DBA) ☐ Partnership ☐ Sole Proprietorship

Physical Address: *5305 Secluded Brook Ct*

Mailing Address: *Same*

City: *LV* State: *NV* Zip Code: *89149*

Phone: Cell: *702 419-7708* Fax:

Building Use: *Apartments*

3. APPLICANT INFORMATION

Name: *CDJT Holdings*

Mailing address: *5305 Secluded Brook Ct*

City: *LV* State: *NV* Zip Code: *89149*

Phone: *702-419-7708* Cell: *702-419-7708* Fax:

Do you ☒ Own ☐ Rent or ☐ Lease the subject property?

If you are not the property owner, then owner must complete section 4 and sign the application.

4. PROPERTY OWNER

Owner name: CDJT holdings

Mailing address: 5305 Secluded Brook ct

City: LV

State: NV

Zip Code: 89149

Phone:

Cell: 702-419-7708 Fax:

Are there multiple owners? [] Yes or ☒ No If yes, provide executed Affidavit for each.**5. CONTACT PERSON OR REPRESENTATIVE**

Name: Chris Darling

Mailing address: 5305 Secluded Brook ct

City: LV

State: NV

Zip Code: 89149

Phone:

Cell: 702-419-7708 Email:

I / We hereby affirm that I / we have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my / our knowledge. I / We agree to provide the City of Mesquite (hereinafter "City") with access to the subject property, as deemed necessary by the City, to make all reasonable inspections, investigations and take pictures of the subject property during the process period associated with the application.

I / We have read and understand the selected financial assistance program guidelines, accept the qualifications, and understand that in order for my request of funds to be approved, I / We must agree to work within and follow the recommendations of the Redevelopment Agency (hereinafter "RDA") before starting any work on the subject property following approval of the application. I / We further understand that I / we must complete, sign and have notarized a Program Agreement to initiate a date of project execution.

I / We understand that applying for grant funds does not obligate the RDA to allocate funds for the specified project. I / We understand that only after the review and approval of the application and plans will the RDA authorize funds. I / We further understand that the project shall comply with the selected Program Guidelines and only upon approved final inspections by the City, will the RDA be obligated to disburse the authorized funds.

I / We grant permission to the City to potentially use my / our personal and business image(s), voice, name and/or other related content gathered through the RDA Grant Process for promotional purposes. Such purposes include but are not limited to brochures, newsletters, videos and digital images.

Applicant signature

Date

Owner signature

Date

Owner signature

Date

PROGRAM APPLICATION REQUIREMENTS

ALL Application Requirements

- ☒ Complete signed application form.
- ☐ A letter of intent and requested amount for project.
- ☒ Signed & notarized Applicant and Owner Affidavit (one for each owner if multiple).
- ☒ Provide three (3) bids or competitive quotes for proposed work with an itemized cost estimate. 24 x 36 Site Plan **folded to 9" x 12" size** for proposed rehabilitation project. (Please refer to Mesquite Municipal **Code Section 9-5-4C**).
- ☐ Proof of Insurance for all projects exceeding \$5,000.00.
- ☒ Completed W-9 form. 24" x 36" **color** exterior rendering of exhibit.
- ☒ 8½" x 11" color copy of exterior rendering of exhibit.
- ☒ 24" x 36" color exterior rendering of exhibit.
- ☐ A digital copy of submittal, AutoCAD Version 14 or higher for plans and .TIF, .JPG for images. Certain other documents can be submitted in .DOC, .RTF, .PDF or .XLS formats.
- ☐ Project may require development application review, additional copies of project may be required (i.e. Architectural Review Committee, CUP).

Sign Replacement Specific Requirements

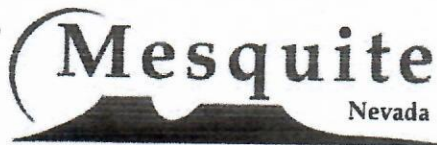
- ☐ Submit a corporate resolution or a power of attorney (authorized signers for representation). 8 ½" x 11" site plan for proposed pole sign replacement projects.
- ☐ Submit a corporate resolution or a power of attorney (authorized signers for representation).
- ☐ 8 ½" X 11" site plan for proposed pole sign replacement projects.

Façade Specific Requirements

- ☐ Submit a corporate resolution or a power of attorney (authorized signers for representation).
- ☐ 8½" x 11" copy of existing and proposed front building elevations showing the exterior dimensions of the structure in square footage measurements.

Building, Remodeling or Rehabilitation Specific Requirements

- ☐ Submit a copy of the executed corporate resolution, bylaws of the section verifying signature authorization or power of attorney.
- ☒ 8½" x 11" copies of the exhibit.



Property Owner/Applicant Affidavit

Project Information

- | | |
|--|---|
| <input type="checkbox"/> Administrative Adjustment | <input type="checkbox"/> Development Agreement |
| <input type="checkbox"/> Temporary Commercial Permit | <input type="checkbox"/> Abandonment |
| <input type="checkbox"/> Development Code Amendment | <input type="checkbox"/> Tentative Map |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Extension of Time |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Architectural / Site Plan Review |
| <input type="checkbox"/> Final Map | <input type="checkbox"/> Zoning / Master Plan Amendment |
| <input type="checkbox"/> Boundary Line Adjustment | <input type="checkbox"/> Parcel Map |
| <input type="checkbox"/> Zoning Verification | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Street Name / Number Change | <input type="checkbox"/> Other _____ |

Project Location 161 E First South st

Assessor's Parcel No(s) 001-16-701-011

Applicant Information

Property Owner(s) _____

Mailing Address _____

Applicant (if different than Owner) _____

Mailing Address _____

(I,We) the undersigned, being duly sworn, deposed and say that (I,We) are the applicant(s) and/or property owner(s) of record on the tax rolls of the property involved in the application, and that the information on the attached map and property owners list, all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct to the best of my knowledge and belief, and the undersigned understands that the applicable application must be complete and accurate before a hearing can be advertised; that any application is neither finally granted nor denied until acted upon by the Mesquite City Council or the Director of the Planning Department or their designee, where applicable. The undersigned being duly sworn on oath further states that this affidavit is made and signed in connection with an Application for a Hearing before the Mesquite City Council and that the undersigned acknowledges that they have carefully read the application and notices included on this affidavit and they understand every part thereof, and are in consent with the information provided with said application. The undersigned further state that they rely wholly upon their own judgment and understanding in signing this affidavit and are not relying in any way upon an employee, officer, or other representative of the City of Mesquite.

Property Owner Signature

Print Name

Applicant Signature

Print Name

Notary Public

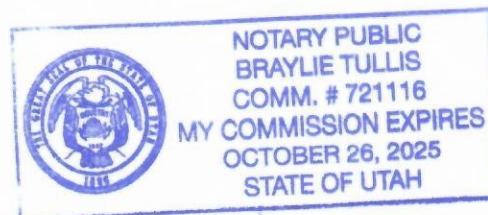
SUBSCRIBED AND SWORN TO BEFORE ME THIS 27 DAY OF December

BY Braylie Tullis

AS THE OWNER/APPLICANT

NOTARY PUBLIC Braylie Tullis

MY COMMISSION EXPIRES 10/26/25



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CDJT Holdings LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.
5305 Secluded Brook

6 City, state, and ZIP code
Las Vegas NV 89149

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

38 - 3747898

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [Signature] Date ▶ 12/27/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, etc. or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

DEAN HELLER
Secretary of State

RENEE L. PARKER
Chief Deputy
Secretary of State

PAMELA RUCKEL
Deputy Secretary
for Southern Nevada

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

CHARLES E. MOORE
Securities Administrator

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

ELLYCK HSU
Deputy Secretary
for Elections

Filing Acknowledgement

October 31, 2006

Job Number	Limited Liability Company Number	
C20061101-0400	E0798662006-1	
Filing Description	Document Filing Number	Date/Time of Filing
Articles of Organization	20060701009-95	October 31, 2006 04:34:31 PM
Limited Liability Company Name	Resident Agent	
CDJT HOLDINGS, LLC	PEEL BRIMLEY LLP	

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recordings Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in cursive script that reads "Dean Heller".

DEAN HELLER
Secretary of State

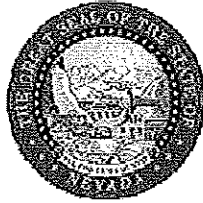
Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

DEAN HELLER
Secretary of State

RENEE L. PARKER
Chief Deputy
Secretary of State

PAMELA RUCKEL
Deputy Secretary
for Southern Nevada

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

CHARLES E. MOORE
Securities Administrator

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

ELLYCK HSU
Deputy Secretary
for Elections

Certified Copy

November 1, 2006

Job Number: C20061101-0400

Reference Number:

Expedite:

Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20060701009-95	Articles of Organization	1 Pages/1 Copies



Respectfully,

Handwritten signature of Dean Heller.

DEAN HELLER
Secretary of State

By

Handwritten signature of the Certification Clerk.

Certification Clerk

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138



DEAN HELLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Entity #
E0798662006-1
Document Number:
20060701009-95

Date Filed:
10/31/2006 4:34:31 PM
In the office of

Dean Heller

Dean Heller
Secretary of State

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company	CDJT HOLDINGS, LLC	Check box if a Series Limited-Liability Company <input type="checkbox"/>
2. Resident Agent Name and Street Address: <small>(must be a Nevada address where process may be served).</small>	PEEL BRIMLEY LLP Name 3333 EAST SERENE AVENUE, SUITE 200 Physical Street Address HENDERSON City NEVADA State 89074 Zip Code Additional Mailing Address City State Zip Code	
3. Dissolution Date: <small>(OPTIONAL-see instructions)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual):	
4. Management: <small>(check one)</small>	Company shall be managed by <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Members	
5. Names Addresses of Manager(s) or Members: <small>(attach additional pages as necessary)</small>	JILL M. TUCKER Name 3430 E. RUSSELL ROAD, NO. 301-19 Address LAS VEGAS City NV State 89120 Zip Code Name Address City State Zip Code Name Address City State Zip Code	
6. Names, Addresses and Signatures of Organizers <small>(If more than one organizer attach additional page)</small>	JAMES W. CLAFLIN JR., ESQ. Name Signature 3333 EAST SERENE AVENUE, SUITE 200 Address HENDERSON City NV State 89074 Zip Code	
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named limited-liability company. <i>James W. Clafin</i> Authorized Signature of R.A. or On Behalf of R.A. Company Date 10/31/06	

This form must be accompanied by appropriate fees.

Reset

Nevada Secretary of State Form: LLC ARTS 2005
Revised on 12/18/05

SECRETARY OF STATE



LIMITED LIABILITY COMPANY CHARTER

I, DEAN HELLER, the Nevada Secretary of State, do hereby certify that **CDJT HOLDINGS, LLC** did on October 31, 2006, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on November 1, 2006.



DEAN HELLER
Secretary of State

By

Certification Clerk



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 12/31/2020

Property Information

Parcel: 00116701011
Owner Name(s): CITY OF MESQUITE
Site Address: 161 E FIRST SOUTH ST
Jurisdiction: Mesquite -
Zoning Classification: Commercial - Central Business District (CR-3)
Planned Landuse:

Misc Information

Subdivision Name: null
Lot Block: Lot: Block:
Sale Date: 04/2006
Sale Price: \$175.000
Recorded Doc Number: 20060403 00003835
Flight Date: Jun.08.2019

Construction Year:
T-R-S: 13-71-16
Census tract: 7600
Estimated Lot Size: 0.17

Elected Officials

Commission: B - Marilyn Kirkpatrick (D)
US Senate: Jacky Rosen, Cathrine Cortez-Masto
State Senate: 12 - Joe Hardy (R)
School District: B - Christine "Chris" Garvey
Board of Education: 4 - Mark Newburn

City Ward:
US Congress: 4 - Steven A. Horsford (D)
State Assembly: 19 - Chris Edwards (R)
University Regent: 8 - Cathy McAadoo
Minor Civil Division: Mesquite

151 & 161 E. First South St., Mesquite, NV 89027

Building, Remodeling and Rehabilitation Grant

	Bid 1	Bid 2
	SPARC Design	PAZ Design
Architect	\$ 88,000.00	\$ 96,000.00
	Vector Engineers	Rimrock Eng.
Structural Engineer	\$ 5,750.00	\$ 15,200.00
	GES	MMT
Sils Engineer	\$ 3,300.00	\$ 13,200.00
	Select Build Nev	Performance Builders
Stucco	\$ 67,860.00	\$ 81,581.00
	SNAP	J&J Plumbing
Plumbing	\$ 131,681.00	\$ 161,264.60
	Next Level Paving	Aggregate Ind.
Paving	\$ 44,099.90	\$ 61,650.00
Contractors Fee		
Permits ¹		
Total for both parcels	\$ 340,690.90	\$ 428,895.60
Each Parcel Eligible Amount	\$ 170,345.45	
Match Amount	\$ 99,999.00	
Past Grants to this Property		
Current Program Cap each parcel	\$99,999.00	
Future Max Grant Amount		

¹ Lawfully required City development and impact fees may be reimbursed by the RDA. The RDA will consider financial participation up to 75% of eligible costs and fees with an overall cap of \$30,000. The final amount is determined after all permits and approvals are obtained and paid for.

Development and Impact Fees are NOT included in the estimated total project cost on this worksheet.

This property has not previously received any development or impact fee reimbursements.



Builders First Source dba
SelectBuild Nevada

Fax 702.995.2835
6255 Range Rd
Las Vegas, NV 89115
www.buildwithbmc.com
Lic. #79700

January 7, 2022

CDJT Holdings LLC
5305 Secluded Brook Cir
Las Vegas, NV 89149

Attn: Chris Darling

Re: Mesquite Apartments

Builders FirstSource. dba Select Build Nevada respectfully submits its bid for the stucco contract for the above referenced project. The prices proposed herein are based on the progress set plans dated 12/03/2021 by Sparc Design.

SelectBuild Nevada, Inc. – Stucco Division

Quality is our culture. We are the first in the United States that was certified by the NAHB Research Center's NHQ Quality Assurance Certification Program.

Price Proposal

The proposed prices are valid through 06/30/2021 provided the award of the contract or letter of intent is received by SelectBuild Nevada within thirty (30) days of the date of this proposal.

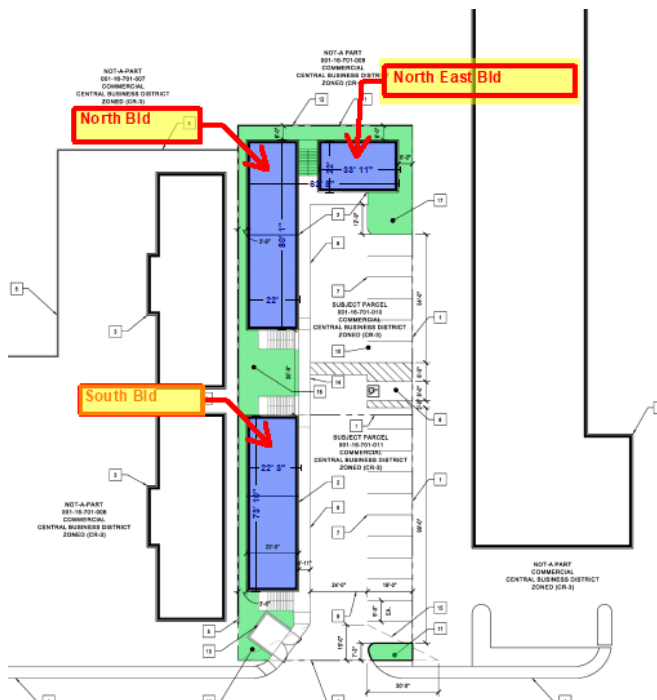
Specifications

Omega Diamond Wall One Coat System

ESR-1194

BASE BID AMOUNTS:

Mesquite Apartments		
Date: 01/07/2022		
Subject: Stucco Pricing		
	Lace / Sand	Dash / Sand
Description	Amount	Amount
North East Building	\$15,885.00	\$17,650.00
North Building	\$26,145.00	\$29,050.00
South Building	\$25,830.00	\$28,700.00
Total of three buildings	\$67,860.00	\$75,400.00



Bid Clarifications

Inclusions:

- ✓ Bagged sand is to be utilized in all stucco mixes.



Builders First Source dba
SelectBuild Nevada

Fax 702.995.2835
6255 Range Rd
Las Vegas, NV 89115
www.buildwithbmc.com
Lic. #79700

- ✓ 1-Coat Stucco System with natural color, **Lace finish** (Also we propose and option with Dash finish) applied over 1" 20 ga. wire, over EPS foam, over 1 layer of 60-minute grade black paper on walls.
- ✓ 1-Coat Stucco System with natural color, **Lace finish** (Also we propose and option with Dash finish) applied over paperbacked Hi-Rib metal lath at framed soffits.
- ✓ **Sand 16 finish** applied over EPS foam pop outs. All pop outs are to be adhesively attached and will receive mesh and basecoat over entire surface area.
- ✓ Galvanized corner aid at all wall corners.
- ✓ Galvanized Control joints on exterior ceilings larger than 11sy.
- ✓ Polycarbamate caulking (Rainbuster 900).
- ✓ Quickflash at the exterior penetrations.
- ✓ Water resistant membrane (Bituthene) on all horizontal surfaces greater than three inches wide.
- ✓ Set up and tear down of scaffolding.
- ✓ Clean up of lath material debris and its placement into dumpsters.
- ✓ Raking back of stucco debris from building perimeter to a maximum of three (3) feet. Clean up and removal from site is to be by others.

Exclusions:

- ✗ Acquisition and installation of any stone veneer.
- ✗ All work associated with pre-cast unless specifically mentioned above.
- ✗ Acquisition and installation of any drywall if required.
- ✗ All work associated with any metal flashings unless specifically mentioned above.
- ✗ All work associated with self-adhering membrane flashing around windows.
- ✗ Installation of any sealant rod and caulking.
- ✗ Furnishing and installing vent screeds.
- ✗ Furnishing and installing drip screeds.
- ✗ Furnishing and installing access panels.
- ✗ Interior corner reinforcement.
- ✗ Tyvek products.
- ✗ Bonding Agents.
- ✗ Acrylic finishes.
- ✗ Removal and hauling away of debris.
- ✗ Polyurethane shutters by Hennis.
- ✗ Stucco on Eaves and Rakes.

The general contractor is responsible for supplying electrical power, water, and dumpsters at the job site.

General Clarifications

This proposal does not include the cost of bond; liquidated damages; pro-rata back charges to the sub-trades for broken glass, etc.; shop drawings. We require the following services (cost to be borne by



Builders First Source dba
SelectBuild Nevada

Fax 702.995.2835
6255 Range Rd
Las Vegas, NV 89115
www.buildwithbmc.com
Lic. #79700

others) to perform our work: Builders Risk Insurance with extended coverage; lights; power; water; scavenger service from site.

It is the builder's responsibility to assure that the finish grade is placed a minimum of 4" below the weep screed and that any hard substrate is placed a minimum of 2" below the weep screed.

This proposal will become firm and binding at the time when both parties execute a subcontract agreement.

Respectfully submitted,
SelectBuild Nevada – Stucco Division.

Luis A Gutierrez
Project Manager – Stucco
Cel: 702-271.1955



MESQUITE MATERIALS TESTING, L.L.C.

Contract Job Order

JOB ORDER DATE: _____ MMT JOB NUMBER: _____

CLIENT: _____

ADDRESS: _____ PHONE: _____

CITY: _____ STATE: _____ ZIP: _____

PARTY RESPONSIBLE FOR PAYMENT: _____

SCOPE OF WORK:

ESTIMATE GIVEN: YES: ____ NO: ____ BY: _____

AMOUNT: _____

BILLING TERMS: _____

FINANCE CHARGES AND COLLECTION TERMS

A FINANCE CHARGE of 1.5 percent per month (Annual Percentage Rate of 18 percent) will be assessed to all past due accounts, and if collection is made by suit or otherwise, the client agrees to pay INTEREST, COLLECTION COSTS, and reasonable ATTORNEY'S FEE'S, and hereby waives all rights to claim exemptions under state law. All amounts due to Mesquite Materials Testing, L.L.C., are to be paid at 752 W. Pioneer Blvd., Mesquite, Nevada 89027 or such other place as Mesquite Materials Testing, L.L.C., may hereafter designate in writing.

LIMITATIONS OF WARRANTIES

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MESQUITE MATERIALS TESTING, L.L.C., SHALL IN NO WAY BE DEEMED OR HELD TO BE OBLIGATED, LIABLE, OR ACCOUNTABLE UPON OR UNDER ANY GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, IN ANY MANNER OR FORM BEYOND THE REDOING OF THE ABOVE-DESCRIBED WORK SHOULD IT BE INCORRECT, AND THAT MESQUITE MATERIALS TESTING, L.L.C., SHALL IN NO WAY BE HELD LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. MESQUITE MATERIALS TESTING L.L.C., WILL HOWEVER, RE-DO THE WORK DESIGNATED ABOVE SHOULD IT PROVE TO BE INCORRECT IN ANY WAY, AT NO COST TO CLIENT.

ACCEPTANCE

Sign and return copy if proposal is acceptable. Your signature constitutes a legal and binding obligation.

Signature: _____

Dated: _____

752 W. PIONEER BLVD.
MESQUITE, NV 89027
PHONE: (702) 346-2050
FAX: (702) 345-3133

6885 SPEEDWAY BLVD., SUITE Y105
LAS VEGAS, NV 89115
PHONE: (702) 643-2804
FAX: (702) 643-2857

WEB SITE <http://www.mmtnevada.com>



2021 Fee Schedule

1 of 2

752 W. Pioneer Blvd.
Mesquite, NV 89027
PH: 702-346-2050 FAX: 702-345-3133



Asphalt	Test Procedure	Test Method	Price
	Bulk Specific Gravity Asphalt Cores (set of 3)	AASHTO T166, ASTM D2726	\$140
	Ignition Extraction only (no sieve)	AASHTO T308, ASTM D6307	\$110
	Ignition Extraction w/ sieve analysis	AASHTO T308, T30; ASTM D6307, D5444	\$200
	Centrifuge Extraction w/sieve analysis	ASTM D2172	\$220
	Marshall Mix Design	AASHTO T254, ASTM D1559-89	\$2,100
	Marshall Stability, Flow and Unit Wt. (set of 3)	AASHTO T254, ASTM D1559-89	\$250
	Maximum Specific Gravity (Rice)	AASHTO T209, ASTM D2041	\$100
	Moisture on AC Mix		\$30
	Lottman	AASHTO T283	\$550
	Open Grade Mix Design		\$1,400
	Asphalt Coring acceptance w/out Engineer Stamp (set of 5)	Clark Co. Uniform Stand. Spec.401.03.12	\$800
	Asphalt Coring acceptance w/Engineer Stamp 5" & greater (set of 5)	Clark Co. Uniform Stand. Spec.401.03.12	\$1,100
	Asphalt Coring acceptance w/ Engineer Stamp (set of 5)	Clark Co. Uniform Stand. Spec.401.03.12	\$850
APA Rut Tester AVC Compactor	Cores that have been cut & corelok @ 8000 cycles in air	(SET OF 3)AASHTO T 340-10	\$900
	Cores that need cutting & corelok @ 8000 cycles in air	(SET OF 3)AASHTO T340-10	\$1,100
	Beams, compacted & bulk sp. Gr @ 8000 cycles in air	(SET OF 3)AASHTO T340-10	\$1,100
	Beams, compacted & bulk sp. Gr @ 20,000 cycles in air	(SET OF 3)AASHTO T340-10	\$1,700
Aggregate and Soil	Test Procedure	Test Method	Price
	Clay Lumps & Friable Particles in Aggregates	AASHTO T112, ASTM C142	\$80
	Cleanness Value of Aggregate, CV	NDOT T228	\$130
	Concrete Aggregates (Coarse)	ASTM C 33	\$1,200
	Concrete Aggregates (Fine)	ASTM C 33	\$1,200
	Flat and Elongated Particles	ASTM D4791	\$100
	LA Abrasion	AASHTO T96, ASTM C131	\$180
	Fractured Face Particles in Coarse Aggregate	ASTM D5821	\$100
	Lightweight Pieces in Aggregate	AASHTO T113, ASTM C123	\$120
	Standard Moisture/Density (Proctor)	AASHTO T99, ASTM D698	\$180
	Modified Moisture/Density (Proctor)	AASHTO T180, ASTM D1557	\$180
	Modified Moisture/Density (Proctor) w/Specific Gravity	AASHTO T180, ASTM D1557	\$220
	Organic Impurities in Fine Aggregates	AASHTO T21, ASTM C40	\$80
	Plasticity Index	AASHTO T89 & T90, ASTM D4318	\$100
	R-Value	AASHTO T190, ASTM D2844	\$320
	Sand Equivalent	AASHTO T176, ASTM D2419	\$100
	Sieve Analysis (coarse & fine)	AASHTO T27, ASTM C136	\$110
	Soundness of Aggregate by Sodium Sulfate	AASHTO T104, ASTM C88	\$200
	Specific Gravity of Coarse Aggregate	AASHTO T85, ASTM C127	\$100
	Specific Gravity of Fine Aggregate	AASHTO T84, ASTM C128	\$120
	Uncompacted Void Content of Fine Aggregate	AASHTO T304, ASTM C1252	\$100
	Unit Weight of Aggregate	AASHTO T19, ASTM C29	\$80
	Water Soluble Sulfate in soil (SO4)	AWWA 4500 E	\$120
	Methylene Blue	AASHTO TP 57-01	\$120
	Resistivity	NDOT T235B	\$70
	Resistivity	AASHTO T288	\$115
	Emulsion Application Rates		\$55
	Clay Evaluation		\$2,500
	Pad Compliance Letter		\$1,000

Concrete and Rebar	Test Procedure	Test Method	Price
	Concrete Mix Designs (Lab Batched) Tensile Strength of Rebar Compression Test of Masonry Unit Compression Test on Concrete Cylinder Compression Test on Masonry Prism CLSM Cylinders - per break	ASTM C192 ASTM A615 ASTM C39 AASHTO T22 ASTM C1314	\$900 \$90 \$50 \$20 \$88 \$26
Professional Services		Rates	
	Professional Engineer Project Manager Senior Field Technician Field Technician Prevailing Wage Field Technician (Clark County, Lincoln, Washoe, Nye) Special Inspector Clerical Work Coring Rate	\$90/hr \$100/hr \$70/hr \$65/hr \$120/hr \$115/hr \$40/hr \$115/hr	



6440 Sky Pointe Dr Ste. 140-169, Las Vegas, NV, 89131

Phone: (702) 640-0683 Fax: (702) 396-9921 Direct: (702) 666-5499 E-Mail: sales@nextlevelpaving.com

Customer Information	
Project Name:	151 S. First St.
Project Location:	151 S. First St.
Owner:	CDJ Holding LLC
Bid To:	Chris
Address:	5305 Secluded Brook Circ.
Phone:	702-334-1551
Fax:	
E-Mail:	chris@atrackout.com
Prepared By:	Kaitlyn Zzulka
Date:	12/21/2021
Proposal No.	2021-12-21-01

Scope of work									
NO.	LINE ITEM			DESCRIPTION				PRICE	
1	Pave Parking Lot			Pave 7,730 SF at 3" hot thick 1/2' AC-30 Commercial asphalt. Roll and compact. Apply fog seal to newly paved asphalt.					
	7730	SF	@	\$	2.91	=	\$22,530.30		
2	Grade Parking Lot			Use Type 2 to grade per plans.					
	7730	SF	@	\$	2.79	=	\$21,569.60		
TOTAL BID							\$44,099.90		

Qualifications

Priced on (1) move in

Next Level Paving will accept no responsibility for damage to plumbing, electrical, cable lines or anything not visible to the naked eye.

Traffic control not included (Work area will be coned off/closed off by Next Level Paving.)

Restripe not included

Next Level Paving not responsible for broken wheel stops.

Assumes asphalt thickness 3"

Recommend coring the asphalt in (10) areas @ \$350.00 to determine the correct thickness of the asphalt. The fee's are reimbursable if Next Level Paving is the selected contractor on the project.

Job will be billed per sq. ft.

Priced on non-prevailing wages

Existing ponding issues in the field due to incorrect grade or current slopes will remain after work is completed.

Third party testing by others

Next Level is not responsible for notifying tenants

Excludes any and all permits

Concrete collars around existing utilities that need to be re-poured will be billed at \$1,200.00 each.

All collar adjustments include Concrete and level only. Any corrosion protection or manhole components will be charged extra that is not covered in this proposal.

Bid proposal covers work being done between 7am-5pm Monday-Friday. Weekend & night work requires extra fees not included in this proposal

25% deposit required for Next Level Paving to schedule the project and 10 day's pay in full once the project has been completed.

Should payment performance bond be required Next Level Paving will acquire on customers behalf with a 25% surcharge.

This proposal is good for 30 days from the time of submittal.

THIS DOCUMENT IS BOTH A PROPOSAL AND A CONTRACT, THIS DOCUMENT MUST BE ATTACHED TO AND A PART OF ALL CONTRACTS GENERATED BY OTHERS, NOTHING IS IMPLIED OR ASSUMED, ANYTHING NOT SPECIFICALLY LISTED AND ITEMIZED IS NOT INCLUDED IN THIS PROPOSAL

EXCLUSIONS :

This proposal excludes any and all night work unless stated other wise, grading or utility permit fees, engineering, dewatering if needed, soils stabilization, Caliche/Rock Excavation, any site demolition not listed above, export & replacement of unsuitable materials, import of select backfill materials, open grade for asphalt paving unless specified, lime treated sub grade, sub grade treatments of any kind, removal of other trash and excess spoils generated by other subcontractors and anything not specifically called out above.

Grading will be performed according to staking provided by others. Next Level Paving will not be held responsible for any mistakes, differences or inconsistencies in elevation, drainage or other miscalculations, defects and or deficiencies caused by others. Next Level Paving is not, nor purport to be a civil or geotechnical engineer and or a surveyor. Site conditions not expressed, depicted and or represented on the drawings.

In this proposal is a one time mobilization of the paving crew on to the job site, all other returns will be charged at \$2,000.00 This estimate is based on plan measurements, field measurements will prevail. Any increases/decreases in quantities will be charged or reduced at unit prices based on contract price.

Once Next Level Paving work has passed applicable compaction testing, Next Level Paving will no longer be responsible for disturbances to our work caused by others. Once our work has been disturbed it is the responsibility if entity performing that work to achieve proper elevation and compaction.

In the event that ROCK/CALICHE is encountered, excavation/removal will be charged on a time and material basis including standby for onsite equipment

All sales tax included unless otherwise stated above.

"Any and all fuel price escalations will be passed directly through to the GC/Owner".

Next Level Paving will submit invoices on a progressive payment basis and will require payment based on a net 10 day structure, All payments that are held beyond the net 10 deadline is subject to a 1.5% interest accrueement for every day past the deadline.

Asphalt pricing good for 30 days of the date of this proposal. Any increases/ decreases from the time of proposal to contract, as well as time of contract to paving installation will be adjusted accordingly. Locked asphalt pricing is available upon request.

* Nevada Contractors license # (A-General) limit \$250,000.00

By: Don Zezulka
Next Level Paving

Accepted By: _____

Print Name: _____

Position: _____

Date: _____



WORK ORDER AUTHORIZATION

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

7150 Placid Street
Las Vegas, Nevada 89119
Ph: (702) 365-1001
Fax: (702) 341-7120

530 Commerce Circle
Mesquite, Nevada 89027
Ph: (702) 346-4489
Fax: (702) 346-0525

5301 Longley Lane, Building H, Suite 116
Reno, Nevada 89511
Ph: (775) 622-3844
Fax: (775) 622-3562

We make the ground work for you...®

Client: Darling Development
Address: 5305 Secluded Brook Ct
City, State, Zip: Las Vegas Nevada 89149
Phone: (702) 334-1551 **Fax:** N/A
☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation
Ordered By: Chris Darling
Email Address: chris@atrackout.com

Date: January 6, 2022
Proposal No.: M20215812E1
Project Name: Multi Family Housing Building
Project Location: E. First South Street
Mesquite, Nevada 89027
Owner of Record: Chris Darling
Preparer: AJB **Reviewer:** RLT

Description of Work:

GES will provide a geotechnical evaluation, including logging of 3 test pit explorations to depths of up to 20 feet, or practical refusal, whichever occurs first. It is anticipated that the GES will provide the backhoe to perform the 3 excavations. GES will perform laboratory testing, engineering analysis, and preparation of a geotechnical evaluation report to provide geotechnical recommendations for the proposed two-story multi-family structures, with walk-out basements and retaining walls. The proposed improvements are located within APN 001-16-701-010 and APN 001-16-701-011 in Mesquite, Nevada. Our recommendations will be in general accordance with the 2018 International Building Code (IBC) and local amendments, and the Clark County Uniform Standard Specifications for Public Works Construction (USS), when appropriate. Private utility lines will be the responsibility of the client to locate prior to excavation. Our services exclude, but are not limited to, construction materials testing and inspection services, grading reports, drainage study, surveying, environmental site assessment of soil and groundwater, deep foundation design, septic system design, preparation and review of construction drawings, update of previous geotechnical reports, meetings, and post-report consultation services. These services can be provided for additional fees.

Fee: Lump Sum: \$3,300

Amount of Retainer Required: \$ 0.00

Approximate Date of Completion: Approximately 15 business days after completion of field work

AGREEMENT:

- It is agreed that the above work is to be performed by GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. ("Consultant") for Client's account and that he/she/they will be billed on a time and material basis at the prevailing rates and at 1.3 times the prevailing rates for work performed on Holidays, weekends, and in excess of 8 hours in a working day as said work progresses, unless exception is shown in writing here: Lump Sum
- Client agrees that they shall be responsible for payment of all costs and expenses incurred by GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC., including such moneys as they may at their option advance for Client's account for fees and other incidental expenses up to date of completion of the entire work of which this order may be a part, or until such time as the Client gives the Consultant written notice to cease further work. In the event of such written notice, all sums due the Consultant shall be immediately payable. This agreement is to be governed by the laws of the State of Nevada.
- The Consultant will strive to perform the services under this agreement using that degree of care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No other warranty, expressed or implied, is included or intended in this agreement, or any report, opinion, document, or otherwise. Client and Consultant agree that subsurface conditions may vary from those encountered in borings, surveys or explorations, and that conclusions must be based upon available information.
- Client agrees to indemnify and hold GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. harmless from all claims which are not due to work performed by or from the negligence of GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. This includes all claims due to the presence of hazardous substances which existed prior to this contract, except from conditions caused by the negligence of GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. Client also agrees to defend and pay on behalf of GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. any and all judgments resulting therefrom.
- Consultant reserves the right to record a Notice of Lien pursuant to Chapter 108 of Nevada Revised Statutes unless prior arrangements have been made. All costs and attorney's fees for preparing, filing, recording, releases, or foreclosures are to be borne by the Client.
- GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. currently maintains a policy of professional liability insurance. Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees, agents and subconsultants, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, or resulting services rendered by Consultant's relating to the Project or this Agreement, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$100,000, whichever is greater.
- Client recognizes that prompt payment of Consultant's invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of receipt of Consultant's invoice. Client agrees that Consultant has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Consultant's invoice, and Client agrees to waive any claim against Consultant, and to indemnify, defend, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination due to Client's failure to provide timely payment. Client recognizes that any charges not paid within 30 days are subject to a late payment charge equivalent to one and one-half percent (1½%) per month, which is an annual percentage rate of eighteen percent (18%) of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Any charges held to be in dispute shall be called to Consultant's attention within ten days of receipt of Consultant's invoice, and Client and Consultant shall work together in good faith to resolve their differences. If Client and Consultant shall be unable to resolve their differences within 25 days, Consultant shall have the right to suspend or terminate service. In the event the Consultant should file suit to enforce payment thereof, the Client does promise and agree to pay reasonable attorney's fees. In the event the Consultant should assign the Client's account for collection of amount due, Client does promise and agree to pay the cost for collection in the amount of 25% of the amount owed and assigned.
- If litigation is commenced concerning the project, this Agreement or the rights and duties of the parties in relation thereto, the party prevailing in such litigation shall be entitled to a reasonable sum for their attorney's fees in such litigation which shall be determined by the court.
- This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and the same may not be amended or modified orally. All understandings and agreements heretofore had between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. Any modification of this Agreement must be documented by a written Change Order and signed by both parties. The provisions of this Agreement are severable, and if one or more provisions are determined to be unenforceable, in full or in part, by a court of competent jurisdiction, the validity of the remaining provisions, including any partially unenforceable provision, to the extent enforceable, shall not be affected in any respect whatsoever. The terms of this Agreement shall be binding on and shall inure to the benefits of the heirs, executors, administrators, successors and assigns of the parties hereto.

ACCEPTED AND AGREED TO

Client: Darling Development
By: _____ **Date:** _____
Printed Name: _____

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.
By: _____ **Date:** _____
Printed Name: _____



ARCHITECTURAL SERVICES AGREEMENT (Residential)

THIS ARCHITECTURAL SERVICES AGREEMENT ("Agreement") is entered into between: PAZ Design Group ("PAZ") and Client (identified on this page below). Subject to and in accordance with the terms and conditions set forth and in the Attachments referenced below (which Attachments are incorporated by reference as though fully set forth), PAZ agrees to perform certain architectural services for those Phases (or portions of Phases) of the Basic Services generally described below and in the Attachments, and at PAZ's discretion, such Optional Services that Client may request, and Client agrees to compensate PAZ for such Phases of the Basic Services, as well as any Optional Services and Reimbursable Expenses that PAZ may provide or incur, by paying PAZ the compensation in the time and manner identified in this Agreement and the Attachments hereto ("PAZ's Compensation").

Client: Name: Chris Darling (chris@atrackout.com)
Address: 2711 Rimbey ST. Las Vegas, NV 89115
Phone: (702) 334-1551 Email: chris@atrackout.com

Project Liaison: Name: Chris Darling (chris@atrackout.com)
Address: 2711 Rimbey ST. Las Vegas, NV 89115
Phone: (702) 334-1551 Email: chris@atrackout.com

Project: Name: 921081 - Mesquite BLVD – Project# 921081
Location: APN # 001-16-701-011,001-16-701-010,001-16-701-009 (E. Mesquite Blvd. and E First South St.)
Description: Project consists of (3) 4 Plexes, 2-Story Maximum Apartments with on-grade Parking.

Attachments: "1": Terms and Conditions
"2": Scope of Basic Services and Compensation
"3": Scope of Optional Services and Compensation

Services Provided: **Design Architect Services:** The Architect (PAZ) will assist the Client in developing and establishing the Client's Program. Upon the initiation of the program, PAZ will develop the Design Standards, which will provide a functional, aesthetic, and quality framework for the Project. After which, PAZ will perform Conceptual Planning, Zoning & Design Review Exhibits and Schematic Design Phases of Architectural Services for the Project;

Architect of Record Services: Upon Zoning & Owner Approval PAZ will provide services for preparation of the Construction Documents sufficient for obtaining a Building Permit; assist with Bidding & Negotiation; and provide Construction Administration Services.

Engineering/Consulting Services: Client shall Contract directly with all required Engineers/Consultants, i.e. Civil, Structural, MPE, Landscape, and any other Consultants required for the completion of the Project; PAZ to assist Client in their Selection (as needed) and provide Coordination as the Client's Delegate Only.

AUTHORIZED:

PAZ DESIGN GROUP

Authorized Signature

Howard Perlman, AIA - President

Title

Date of Authorization: September 17, 2021

ACCEPTED AND AGREED:

CLIENT: Chris Darling

Authorized Signature

Chris Darling

Title

Date of Acceptance:

ATTACHMENT “1”

TERMS AND CONDITIONS

AGREEMENT DOCUMENTS. The documents that comprise the Agreement between PAZ Design Group (“PAZ”) and Client consist of the Architectural Services Agreement (“Agreement”) and the referenced Attachments (collectively the “Agreement Documents”). The Attachments to the Agreement are expressly incorporated into the Agreement by this reference as though fully set forth in the body of the Agreement. The definitions or titles used in the Attachments to the Agreement shall be construed and given the same meaning as used in the Agreement. As used in the Agreement Documents, the term “Client” means both the Client named on the Agreement, as well as the owner of the Project. In the event of any conflict with any of the terms or conditions of the Agreement Documents, the following order of priority shall be employed in resolving any such conflict and in determining what terms or conditions shall govern: first, the Agreement; second, these Terms and Conditions (Attachment “1”); and third, the balance of the Attachments in their numerical order.

BASIC SERVICES. The “Basic Services” that PAZ may provide under the Agreement are divided into the following seven categories (which include five separate phases). PAZ will only provide those categories and phases of the Basic Services expressly identified in Attachment “2”, and no others.

Programming Phase. If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will develop a written program of spatial needs for required functions for the Project, and the relationships between these functions.

Planning Phase. If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will arrange the building(s) on the site for maximum efficiency, considering phasing (if necessary), traffic flow, solar orientation, site constraints, etc.

Preliminary/Conceptual Design Phase. If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will establish general site sketch options. A “feel” or “theme” for the Project may also be conveyed through a combination of image boards, sketches, elevations, special details, color and material boards, etc.

Schematic Design Phase: If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will establish a general site sketch, consisting of floor plans and elevations for the Project.

Design Development Phase: If expressly included in Attachment “2” as part of PAZ’s Basic Services, based on the schematic design, PAZ will prepare the design development drawings, which will describe the various design components of the Project and establish a framework from which the final construction drawings and specifications (“Construction Documents”—described below) may be coordinated and developed.

Construction Documents Phase: If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will, based on the design development drawings, prepare the Construction Documents which will consist of the drawings and specifications for the construction of the Project. Client understands and agrees that: (i) not all materials and methods of construction necessary to construct and complete the Project will be described in the Construction Documents; (ii) the implementation of the Construction Documents will require that Client and its contractors be thoroughly knowledgeable with the applicable building codes and methods of construction; (iii) prior to proceeding with any work, Client and its contractors shall promptly report to PAZ any defects, errors or omissions (“design errors”) in the Construction Documents that are known, perceived or should be known by Client and its contractors from a reasonable inspection of the site or otherwise, so PAZ may take measures to minimize the consequences of such design errors; (iv) should Client, without the written approval of PAZ deviate in any way from the Construction Documents in constructing the Project, Client shall be solely responsible for any and all damage, liability and consequences resulting there from; and (v) PAZ, does not warrant or guarantee that the Construction Documents will comply with the requirements of the Americans with Disabilities Act (ADA) and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Construction Documents.

Unless PAZ is obligated in Attachment “2” (as part of its Basic Services) to directly hire the Project consultants (i.e. the engineers and other consultants for the Project-- collectively “Consultants”),¹ PAZ will assist Client in selecting and Client shall retain Consultants (“Client Consultants”) who are mutually acceptable to both Client and PAZ. PAZ has no obligation to coordinate, oversee and/or critique the services that may be provided by the Client Consultants. While PAZ will review the Client Consultants’ and the PAZ Consultants’ work product for conformance with the visual design concept of the Project, PAZ shall not be responsible or liable for the acts or omissions of, or the errors or omissions in the work product of the Consultants (whether hired by Client or PAZ), or the utilization of PAZ’s title block by the Client or PAZ Consultants. Further, the inclusion of any information or work product generated by the Client or PAZ Consultants in PAZ’s Construction Documents shall not be considered an assumption of responsibility or liability for the Client or PAZ Consultants’ work product. Instead, Client shall: (i) hire the necessary licensed and independent contractors and engineering professionals to coordinate, oversee and critique the work product of Client and PAZ Consultants and the construction documents that they prepare; and (ii) be liable for the acts, errors and omissions of such Client and PAZ Consultants.

While PAZ may assist Client, if requested, Client will be solely responsible for filing construction documents with governmental and quasi-governmental authorities having jurisdiction over the Project (such assistance does not include the preparation of special research studies, variances, special documentation of surveys, special tests or environmental studies and submissions, which services, if provided by PAZ, shall be compensated as Optional Services).

Meetings: If expressly included in Attachment “2” as part of PAZ’s Basic Services, PAZ will attend those non-site and site meetings through the course of providing the Basic Services. These meetings include the cost of mileage, meeting time and follow up. Any additional meetings, as may be requested by Client or Contractor or required by the Project conditions, will be billed as Optional Services.

Other: Any other services that PAZ may agree to provide as more particularly identified in Attachment “2”.

OPTIONAL SERVICES. Those “Optional Services” that PAZ may provide (as described in this paragraph and elsewhere in the Agreement) are not included in the scope of the Basic Services and will only be provided by PAZ (at its discretion) at an additional charge to Client (according to PAZ’s standard rates identified in Attachment “3” or a rate to be negotiated between the parties), as follows: (i) upon Client’s request (“Requested Optional Services”); or (ii) if, absent Client’s request, PAZ is required to provide Optional Services due to circumstances beyond PAZ’s control (“Required Optional Services”).²

¹ Consultants hired by Client or others are sometimes referred to in this Agreement as “Client Consultants,” and if hired by PAZ, “PAZ Consultants.”

² The Basic Services and any Optional Services to be provided by PAZ are sometimes referred to collectively herein as the “Services.”



PAZ

2

Client

EXCLUDED SERVICES, CLIENT RESPONSIBILITIES. Irrespective of the scope of the Basic Services or Optional Services that PAZ may provide, PAZ *is not* required to make site inspections or observations to check the quality or quantity of any contractor's work or to determine whether Client's contractors have complied with the Construction Documents. Further, PAZ shall have no responsibility for nor shall PAZ be deemed to have control over: (i) the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the construction of the Project; nor (ii) any failure by any contractor to carry out the work in accordance with nor to ensure compliance with the Construction Documents; nor (iii) any acts or omissions of any contractors, subcontractors or any of their agents or employees, other design professionals, or any other persons performing any work on the site.

Unless PAZ agrees to provide any of the following as an Optional Service, Client shall be responsible for procuring and providing (at its sole cost and expense) the following "Client Responsibilities," which are expressly excluded from the scope of PAZ's Basic Services: (i) the provision of information regarding the requirements for the Project, including a program that will set forth Client's design objectives, constraints and criteria, including space requirements, relationships, flexibility and expandability, special equipment, and systems and site requirements; (ii) the appointment or selection of representative(s) authorized to act on Client's behalf with respect to the Project ("Client Representative"). The Client Representative to be selected and appointed by Client shall promptly provide decisions and coordinate between PAZ, Client and the Consultants, and shall promptly examine, review and approve documents submitted by PAZ. The Client Representative shall render decisions in a timely manner so as to avoid delay in the progress of the services to be provided under the Agreement; (iii) the preparation of a budget for the Project, including contingencies for bidding, changes in the Work during construction, and other costs, which pertain to the Client Responsibilities; (iv) the preparation or provision of tentative and/or final subdivision maps, boundary surveys, topographical surveys, engineering plot plans, grading plans, soils reports, as well as a certified survey of the site prepared by a licensed land surveyor or a licensed civil engineer, and any other related or similar documents necessary for PAZ to fulfill its services as more fully described in this Agreement. The certified survey shall include, but not be limited to, a legal description of the Project, grades and lines of streets, pavements, and adjoining properties, rights of way, easements, encroachments, zoning and other restrictions, boundaries and contours of the building site, locations, dimensions, floor elevations, other pertinent data of existing buildings, other improvements and trees, and full information as to available service and utility lines, both public and private. All information on the survey shall be referenced to a Project benchmark. PAZ assumes no responsibility for grades, contours, property dimensions, or other similar information; (v) the services to be provided by any Consultants; (vi) the preparation or provision of soils, geology and agronomy reports prepared by licensed soils or geotechnical engineers for the use by Client or PAZ Consultants on the Project. Such reports shall not be unreasonably limited in scope by Client and shall include necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations the completeness, accuracy, and sufficiency upon which PAZ shall be entitled to rely; (vii) the preparation or provision of perspective color renderings, photo and/or other reproduction work for presentation or promotional purposes; (viii) the preparation and submission of applications to any building department, agency or governing body having jurisdiction over the Project; (ix) the provision of the name and address of the Project's construction lender, and all legal, accounting or insurance services as may be necessary for the Project.

PAZ'S COMPENSATION.

Basic Services. In addition to the payment of any Reimbursable Expenses or Optional Services (discussed below), Client shall compensate PAZ for the Basic Services by paying PAZ as follows: (i) if the Basic Services are to be performed on a fixed fee or lump sum basis, then in accordance with Attachment "2" to this Agreement. Such fixed fee or lump sum amount shall be increased by five percent, if due to no fault of PAZ, the services covered by this Agreement have not been completed within twelve months of the date Client accepts the Agreement; or (ii) if all or a part of the Basic Services to be performed by PAZ are to be performed on an hourly fee basis, then in accordance with the hourly rates set forth in Attachment "3" to this Agreement. Such rates are subject to review and increase in January and July of each calendar year.

Optional Services. In addition to the Basic Services (discussed above) and any Reimbursable Expenses (discussed below), Client shall compensate PAZ for any Optional Services by paying PAZ: (i) the hourly rates set forth in Attachment "3" to this Agreement; plus (ii) the actual costs that PAZ is billed by the PAZ Consultants, plus a markup of twenty-percent (20%). Basic or Optional Services that are performed at Client's request on an overtime basis, shall be billed as follows: (a) if performed on Saturdays, Sundays or holidays, 2.0 times the employee's billable hourly rate; and (b) if performed after hours on other days, 1.5 times the employee's billable hourly rate.

Reimbursable Expenses. As used herein, the term "Reimbursable Expenses" shall include, but not be limited to the cost or expense to PAZ for the following: (i) long distance communications, transportation (to the maximum extent allowed by IRS guidelines, but in no event less than .50 cents a mile), air fare, lodging and meals in connection with the Project, and other additional expenses attributed to the Project; (ii) CAD plots, reproductions, postage, messengers, delivery service, facsimiles, and handling of drawings, other documents, and other data communications; (iii) in-house and/or outside services, renderings, models, mock-ups, photography, and reprographics; and (iv) additional insurance coverage or limits, including professional liability insurance, that may be requested by Client in excess of that normally carried by PAZ and the PAZ Consultants.

In addition to the Basic Services and the Optional Services discussed above, Client shall advance and reimburse PAZ for the Reimbursable Expenses (defined below) that PAZ, its employees or the PAZ Consultants incur to perform the Basic Services and/or Optional Services: (i) by paying PAZ in accordance with the specific Reimbursable Expense rates set forth in Attachment "3"; and (ii) if no specific rate is applicable, the actual costs that PAZ, its employees, agents or the PAZ Consultants incur, plus a markup of twenty-percent (20%). While it may do so, PAZ shall have no obligation to advance its own funds for Client's benefit. Should Client fail to advance funds necessary to pay for Reimbursable Expenses that PAZ may incur, PAZ shall be entitled to immediately cease or suspend providing all Basic and Optional Services.

Payment of Basic Services, Optional Services and Reimbursable Expenses. Prior to PAZ commencing its Services, Client shall pay to PAZ a non-refundable deposit in the amount identified in Attachment "2" ("Initial Deposit"). Client understands and agrees that: (i) PAZ may use or apply the Initial Deposit toward the payment of PAZ's Basic Services, as well as any Optional Services and/or Reimbursable Expenses, as it sees fit, in its sole and absolute discretion; and (ii) the Initial Deposit is not the entire fee to be charged by PAZ for its Services, but instead, is simply a progress payment toward the PAZ's Compensation. Upon receipt of the Initial Deposit, PAZ shall proceed with its Basic Services.

Should PAZ's Basic Services include services to be provided with respect to the Bidding and Negotiation Phase and/or the Contract Administration Phase, Client will deposit the full amount to be paid to PAZ with respect to these Phases (see, Attachment "2"), prior to PAZ commencing such services. Client understands and agrees that PAZ shall have no obligation to perform the services required for the Bidding and Negotiation and/or Contract Administration Phases, unless and until such deposits are fully funded and paid to PAZ. Notwithstanding the foregoing, should PAZ commence performance of the services required for these Phases prior to receiving full payment, Client shall immediately pay the full amount of such services upon demand and PAZ's start of such services shall not be deemed a waiver of its right to demand and receive full payment as contemplated herein.


PAZ

Except as provided above, by the twentieth (20th) day of each month, PAZ will submit an invoice to Client for the Basic Services, Optional Services and Reimbursable Expenses that PAZ furnished and/or incurred during the preceding calendar month. Payment of each monthly invoice is due and payable within fifteen (15) calendar days of the date the monthly invoice is submitted to Client for payment ("Invoice Payment Due Date"). Client understands and agrees that should it fail to pay PAZ by the Invoice Payment Due Date as provided in this Agreement, PAZ shall be entitled to: (i) suspend or stop performing Services and withhold and not provide to Client any and all designs, drawings and specifications that PAZ has or may prepare for the Project, until such time as all payments are brought current; and (ii) if the Initial Deposit has been used or applied by PAZ toward payment of PAZ's Compensation, in addition to requiring the full payment for Bidding and Negotiation Phase and/or Contract Administrations Phase services, as discussed above, PAZ may require Client to continuously replenish the Initial Deposit so that the total amount of the Initial Deposit is maintained throughout the course of the Project, as security for payment. Amounts unpaid as of the Invoice Payment Due Date shall bear interest at the rate of one and one-half percent (1 ½%) per month.

If Client objects to any portion of an invoice submitted by PAZ, Client shall: (i) notify PAZ in writing within ten (10) calendar days of its receipt of the invoice; and (ii) identify the specific cause of the objection. Client's failure to timely notify PAZ of any objection to PAZ's invoices shall be deemed a waiver of any such objection. Further, payments to PAZ for its Services and Reimbursable Expenses shall not be: (a) withheld, postponed, or contingent upon the construction, completion, the ultimate success of the Project, the Client's receipt of a building permit or financing for the Project, any offsetting reimbursements or credits from the contractor or other parties, or on account of penalties, liquidated damages or other sums; (b) withheld as a result of disputes or questions regarding a given invoice or portion of an invoice; (c) subject to unilateral discounting or set-offs by Client; or (d) withheld for any other reason.

When PAZ's Compensation is based in whole or in part on the percentage of the construction costs, and any portion of the Project is deleted or otherwise not constructed, PAZ shall nevertheless be paid the fee that PAZ expected to realize had the deleted portions of the Project been performed.

In the event legal action is necessary to enforce the payment provisions of this Agreement, PAZ shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by PAZ in connection therewith and, in addition, the reasonable value of PAZ's time and expenses spent in connection with such collection action, computed at PAZ's prevailing hourly rates.

TIME EXTENSIONS. If PAZ's services are delayed or interrupted as a result of events or occurrences beyond the control of PAZ, the time period for completion of its services shall be extended by 3 business days for each business day lost. Alternatively, client shall pay as an optional service, the costs for PAZ and the PAZ consultants to work over-time to accelerate their completion of the services.

PROPRIETARY DESIGN AND PROFESSIONAL CREDITS. Client hereby acknowledges and agrees that pursuant to NAC 623.780: (i) designs, drawings and specifications prepared by PAZ for the Project shall remain the creation of and the property of PAZ, whether the Project for which they are prepared is constructed or not; (ii) Client shall not use any such designs, drawings and specifications prepared by PAZ for any other project, or the extension of the instant Project, without, (a) obtaining the written permission of PAZ (which PAZ can withhold in its sole discretion), and (b) payment to PAZ for the use of such design, drawings and specifications; (iii) PAZ must retain possession of all original line drawings and specifications and is not allowed to disseminate the same to Client or any other design professional; and (iv) should Client replace PAZ or retain another design professional to prepare all or any portion of the designs, drawings and/or specifications for the Project, such design professional shall be required to re-draft on its own title block that portion of the Project design, drawings or specifications that PAZ previously prepared.

Client further acknowledges and agrees that: (i) PAZ shall have all rights to use photographs, publicity and advertising and any other drawings and/or descriptions of the Project and its association with it; (ii) PAZ shall be credited in the Project brochure, advertising and other promotional material, and shall be entitled to receive appropriate awards for the Project; (iii) Client will not release any publicity or advertising relating to PAZ's Services without PAZ's prior written consent; (iv) PAZ shall be entitled to display an appropriate sign on the Project site; and (v) if Client, or its employees, agents or assigns use such designs, drawings and/or specifications prepared by PAZ (with or without PAZ's written permission), Client and the individual or entity using such designs, drawings and/or specifications shall be solely responsible and liable for any and all damage, liability and/or consequence that may result there from, and to the fullest extent permitted by law, Client shall defend, indemnify and hold PAZ and its employees and agents harmless of and from all losses, and expenses, including, but not limited to, attorney's fees and costs arising out of or related directly or indirectly to such usage.

CERTIFICATIONS. The proposed language of certificates or certifications requested of PAZ or any of the PAZ Consultants for the Project shall be limited to the Basic Services and any Optional Services that PAZ has contracted to provide by way of this Agreement, and shall be submitted to PAZ for its review and approval at least 14 days prior to the date such certifications are required. PAZ shall have no obligation to sign a certification if it objects to the language contained therein. In no event shall PAZ's execution of said certificates or certifications be considered a guarantee or warranty.

BETTERMENT, INSURANCE, LIMITS OF LIABILITY AND INDEMNITY. If, due to any act or omission of PAZ or any of its employees, agents, officers or members, or any of its successors or assigns, or any independent contractor or any of the PAZ Consultants (collectively, "PAZ Parties"), any required item or component of the Project is omitted from PAZ's work product and/or Construction Documents, the PAZ Parties shall not be responsible for paying the cost that Client, its employees, agents, officers, members, successors or assigns, or any future owner of all or a portion of the Project, or any contractor, subcontractor or any other individual, firm or entity (collectively, "Client Parties"), to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will any of the PAZ Parties be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

In the event a wrap-up insurance program or a Client controlled insurance program is established for the Project, Client shall cause PAZ and the PAZ Parties to be enrolled in such a program and shall provide the PAZ Parties with a Certificate of General Liability Insurance and Professional Liability Insurance and endorsements related thereto, and a welcome letter from the insurance carrier indicating that PAZ the PAZ Parties are insured with respect to the Project.

The PAZ Parties' total aggregate liability to all Client Parties for claims brought or filed against the PAZ Parties (including, but not limited to, direct and indirect claims for design errors, construction defects, bodily injury, property damage, liability, delays or consequential damages, costs, suits, judgments, losses, expenses, actual attorneys' fees, costs and other professional fees – collectively "Claims"), shall be limited to the greater of: (i) the proceeds the Client Parties receive, if any, from or under any insurance provided by Client or PAZ with respect to PAZ's Services; or (ii) fifty-thousand dollars (\$50,000.00) or such lesser amount as a trier-of-fact may award, and nothing more ("Limits of Liability"). With respect to Claims made by the Client Parties, the Client shall be responsible for the payment of all self-insured retentions and deductibles related to insurance carried by PAZ or provided by Client with respect to PAZ's Services. The Limits of Liability shall be treated as liquidated damages and not as a penalty and shall be the



Client Parties' exclusive remedy. Under no event or circumstance shall the Client Parties seek damages in excess of the Limits of Liability discussed above, whether directly or indirectly through suits with other parties who may join any of the PAZ Parties as third-party defendants.

To the fullest extent permitted by law, the Client and its officers, directors, members, successors and assigns, shall indemnify, defend, and hold the PAZ Parties, and each of them, harmless, of, from and against any and all Claims made, brought or pursued against any of the PAZ Parties for: (i) amounts that exceed the Limits of Liability; (ii) the work or services provided by any contractors, subcontractors or the Client's Consultants, or any other person or entity for whom or which the Client may be responsible; (iii) the acts or omissions of the Client or any other person or entity for whom or which the PAZ is not responsible; and/or (iv) the Client's breach of its obligations under this Agreement. The Client and its officers, directors, members, successors or assigns' duty to indemnify, defend and hold the PAZ Parties harmless, shall survive the completion of the PAZ's Services to be provided under the Agreement or any termination of the Agreement and Client and its officers, directors, members, successors or assigns, expressly agree to pay the actual attorney's fees and costs that any of the PAZ Parties may incur as they accrue on a current basis from the first date that Client or its officers, directors, members, successors or assigns receives written notice from any of the PAZ Parties that a Claim has occurred or been made. PAZ's Services in connection with the Project shall not subject any of the employees, members, managers, officers, or directors of the PAZ to any personal legal exposure. As the Client Parties' sole and exclusive remedy, any claim, demand, or suit shall be directed or asserted against PAZ only.

SUSPENSION OR TERMINATION OF PAZ'S SERVICES. Should the PAZ's Services be suspended at any point, PAZ shall be paid to the date of suspension of such Services, its standard billing rates in effect or upon the stated fee basis to that point in time, whichever is greater, plus any Reimbursable Expenses incurred. If the Project is abandoned in whole or part: (i) PAZ shall be compensated for all Basic and Optional Services performed prior to receipt of notice of such abandonment, plus Reimbursable Expenses incurred as of the date of such abandonment, plus twenty-percent of the fee that PAZ would have earned had it completed or furnished the Basic Services that are the subject of a given Phase of the Basic Services. PAZ shall not be liable for any damages resulting from the withholding of drawings or other documents.

DESIGN/BUILD. If Client retains a design/build contractor or subcontractors to design and construct specified portions of the Project, each design/build contractor or subcontractor shall be responsible for: (i) preparing engineering and other drawings and specifications for all components of its design/build contract; (ii) complying with the Project requirements and space limitations; (iii) coordinating and interfacing with other trades, Client and with the PAZ Consultants; and (iv) obtaining approvals from authorities having jurisdiction over the Project. The design/build contractor or subcontractor shall be the Professional of Record for its portion of the work and shall answer and be responsible directly to Client. PAZ shall review design/build system designs only for conformance to the aesthetic aspects of the design and major space limitations. PAZ does not assume responsibility for the designing, installation or performance of these systems.

CLAIMS AND DISPUTES. In the event a dispute, claim or controversy (collectively referred to as "Dispute") arises that relates to PAZ's Services, the Dispute shall be resolved as set forth below, as applicable.

Mediation. The Dispute shall be submitted to non-binding mediation to be conducted by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. PAZ shall be entitled to perfect all statutory claims and rights that it may possess during the pendency of the mediation.

Arbitration. If the Dispute cannot be resolved by mediation, the Dispute shall be submitted to binding arbitration to be conducted by the AAA in accordance with its Construction Industry Arbitration Rules. Within thirty (30) days after the appointment of the arbitrators, each party shall produce any and all documentation in its possession or reasonably available to it and which would be required to be produced in state court. Any court having jurisdiction thereof may confirm the judgment on the award rendered by the arbitrator(s) and PAZ and Client shall be finally and conclusively bound by the final decision reached in the arbitration proceeding. Upon its request, PAZ shall be entitled to the consolidation or joinder of the arbitration proceeding between PAZ and Client with related arbitration proceedings involving other parties. The arbitrator(s) shall award to PAZ, if its claims are sustained, such sums as the arbitrator(s) shall deem proper to compensate PAZ for the time and expense of the arbitration proceeding, including any and all actual attorneys' fees, professional fees and costs expended. Any arbitration must be commenced within one (1) year of the earlier of (the "Action Date"): (a) the date any portion of the Project is available for Client's use or occupancy; or (b) the date PAZ ceases to perform its Services. Any arbitration commenced after the Action Date shall be barred. Laws of the State where the Project is located, and any mediation or arbitration shall be held in the city where the Project is located shall govern the Agreement.

GENERAL PROVISIONS. No failure on the part of PAZ to exercise its rights hereunder operates as a waiver, release or relinquishment of any right or power conferred under the Agreement. The Agreement: (i) represents the entire and integrated agreement between Client and PAZ; (ii) supersedes all prior negotiations, representations or agreements, whether written or oral; and (iii) shall be binding upon Client and PAZ and their partners, personal representatives and those who succeed to their interests. Client shall not assign or transfer its interest in this Agreement, without the written consent of PAZ. Any such assignment without PAZ's consent shall be considered void and unenforceable. This Agreement may only be amended by written instrument signed by both Client and PAZ. If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and PAZ shall survive the completion of the Services hereunder and the termination of this Agreement. Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against PAZ. Nothing in the Agreement Documents shall constitute a guarantee, warranty or assurance, either express, or implied on the part of PAZ or any of the PAZ Parties, or obligate PAZ or any of the PAZ Parties to exercise professional skill or judgment greater than that which can reasonably be expected from other architects under like circumstances in the locale of the Project, or to imply any understanding by PAZ or any of the PAZ Parties for the benefit of, or which may be enforced by any third party. The individuals executing the Agreement warrant that they have read and understand its provisions, and that they are authorized to bind the party for which they sign



PAZ

ATTACHMENT To Contract

SCOPE OF BASIC SERVICES AND COMPENSATION - 921081 - Mesquite BLVD, Mesquite Nevada

Compensation by Phase: Contract Fees are Based on a Projected Number of Units

Compensation to be paid by Client to **PAZ Design Group** for the Phases, or portion of the Phases, of the Basic Services to be provided is as follows:

Phase No.	Phase Name	Included / Excluded	Description of Basic Services to be Provided	Fee per Unit	Totals Units: 12
0.1	Conceptual Planning (CR)	Included	Architect to provide: (i) Conceptual site plan indicating building configurations, street layout, setbacks and parking per zoning requirements. Site plans suitable for Density Analysis purposes only; (ii) Owner to provide: Boundary Survey.	\$ 750	\$ 9,000.00
0.2	Design Review (DR)	Included	Utilizing selected Site Plan and Buildings, provide: (i) DR Site & Building Plans and Elevation Exhibits for Design Review purposes only; (ii) Color and material studies; (iii) Owner to provide: Signed/notarized applications and check for application fees; (iv) PAZ to assist with the Application and submittal by Client or Zoning Consultant; (v) as an Optional Service at Client's Request: Meetings with city staff and/or attend Neighborhood Meetings, Planning Commission or City Council hearings.	\$ 1,250	\$ 15,000.00
TOTAL ENTITLEMENT SERVICES COMPENSATION TO BE PAID				\$ 2,000	\$ 24,000.00
1	Schematic Design	Included	Architect will: (i) Prepare the schematic design per client's floor plans; (ii) Prepare one set of schematic floor plans with Code and Minor refinements illustrating the layout, room sizes, and overall size for each plan; (iii) Present the schematic design elements to Client for review, comment and approval.	\$ 1,000	\$ 12,000.00
2	Design Development	Included	Per Client's accepted schematic design documents: (i) Prepare floor & building plans, elevations, sections/details to describe the various design components of the Project and establish a framework from which the final construction drawings can be completed; (ii) Assist Client in establishing materials and construction standards; (iii) Provide design development drawings to Client for review and approval.	\$ 1,000	\$ 12,000.00
3	Construction Documents	Included	Upon receipt of Client's accepted design development documents: (i) prepare Architectural "Construction Documents" sufficient to obtain a building permit.	\$ 1,500	\$ 18,000.00
TOTAL CONTRACT DOCUMENTS COMPENSATION TO BE PAID				\$ 3,500	\$ 42,000.00
4	Bidding and Negotiation	Included	Assist the Client in: (i) obtaining bids or negotiated proposals; (ii) in preparing and awarding contracts for construction	\$ 500	\$ 6,000.00
5	Contract Administration	Included	Budgeted at \$2,000 per month for a minimum of twelve (12) months (additional months to be billed at same rate). Architect to assist the Client in: (i) Responses to Requests for Information to clarify or interpret the construction documents. (ii) Provide a minimum of one (1) monthly site visit for field observation to ascertain whether construction is proceeding in accordance with the architectural design concept; (iii) Review and Approve Contractor Applications for Payment; (iv) Interface with the appropriate Gov't Agencies as needed.	\$ 2,000	\$ 24,000.00
TOTAL CONSTRUCTION ADMINISTRATION COMPENSATION TO BE PAID				\$ 2,000	\$ 30,000.00
6	Meetings	Included	Meetings through the course of project Phases 0 through 5 above are included.	\$ Included	\$ Included
7	Optional Services	Optional	All Optional Services, including but not limited to, described in Attachments "1" & "3".	\$ T&M	\$ T&M
9	Reimbursables	Included	For Reimbursable Expenses as described in Attachments "1" and "3"; and Deliverables of all items listed in Phases 0 through 7 above.	\$ T&M	\$ T&M
TOTAL ARCHITECTURAL SERVICES COMPENSATION TO BE PAID				\$ 7,500	\$ 96,000.00
The "Total Basic Services Compensation to be Paid," does not include any amounts to be paid to PAZ Design Group for Time and Materials Services, Optional Services, or Reimbursable Expenses, as shown below and further identified on Attachment "3".					
Initial Payment	Client understands and agrees that the Initial Payment is not the entire fee to be charged by PAZ Design Group for its Services, but instead, is a progress payment due under the Agreement. Services to proceed upon receipt of Initial Payment.			\$	10,000



ATTACHMENT “3”

SCOPE OF OPTIONAL SERVICES AND COMPENSATION

Optional Services that are expressly excluded from the scope of the Basic Services (but which may be provided by PAZ for additional compensation), may include the provision of services in connection with or as a result of:

Making revisions to the Construction Documents when such revisions are: (i) inconsistent with approvals or instructions previously given by Client, including revisions made necessary by adjustments in the design or budget; (ii) required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, zoning or building ordinances, laws or regulations subsequent to the preparation of such documents; (iii) due to changes, modifications or amendments requested by Client, public agencies, the contractor or other third parties acting on Client's behalf or which are required as a result of Client's failure to render decisions or make information available in a timely manner; (iv) discretionary decisions of building officials or inspectors that are inconsistent with prior approvals; (v) required because of changes in the Project, including, but not limited to, size, quality, complexity, Client's schedule, or the method of bidding or negotiating and contracting for construction; or (vi) requested or required by Client as a result of the evaluation of substitutions.

Assisting the Client in obtaining bids or negotiated proposals, in preparing and awarding contracts for construction or by making site visits during construction to ascertain whether construction is proceeding in accordance with the architectural design concept of the project only. If construction of the Project occurs in more than one building phase, preparing additional submittals, revisions and corrections required by Client or building department, and if permits are required for additional units, repackaging, processing and signature of plans will be considered Optional Services.

Costs of legal services required for the renewal of any documents, certifications or declarations required by any of Client's lending institutions or financing source.

The preparation, compilation and/or processing of: (i) drawings, details and other documentation, analysis and supporting data, which evaluate contractor's proposals, and provide other services in connection with change orders, field orders, directives and addenda; (ii) designs and construction documents for buildings or features not specifically contained in the Basic Services to be provided, including, but not limited to, fencing, walls, entry gates, paving, graphics, signage or any other ancillary structure or feature; (iii) addendum drawings, bulletins, change orders and field changes that occur during the construction of the Project which are beyond the control of PAZ; (iv) as-built or record drawings; (v) reverse foundation plans, reverse floor plans and reverse framing plans as may be required and/or requested by Client or the building department if not expressly included in the scope of the Basic Services; or (vi) detailed specifications written in book format similar to section 16 of the CSI format.

The provision of services in connection with or as a result of: (i) the replacement of work damaged by fire, exposed to the elements or other causes; (ii) the default or termination of the contractor, by defects or deficiencies in the work of the contractor, or by failure of performance of Client, contractor or others performing services or providing work for the Project; (iii) claims submitted by the contractor or others; (iv) the preparation for, or attendance at public hearings, home owners associations or other meetings, or legal proceedings; (v) financial feasibility, marketing, comparative studies or such other special studies or providing analysis of Client's Project requirements in the preparation of a program for Client; (vi) interior design and other services required for or in connection with the selection, procurement, purchasing, receipt, moving or installation of furniture, graphics, signage accessories, and the like, if not specifically provided for under Basic Services; (vii) Client Consultants, other than those consulting services that PAZ may have agreed to provide as Basic Services in Attachment “2” by way of PAZ Consultants; (viii) presentation drawings, including colored street scene elevations, brochure artwork, perspective renderings, models, or similar presentation drawings if requested by Client; (ix) the change of ownership of the Project to a distinct person or entity that involves change in Project management; (x) after the substantial completion of the Project; (xi) environmental impact reports, fuel abatement programs, surveys or any other similar submissions required for approvals of governmental or quasi-governmental authorities having jurisdiction over the Project; (xii) the review of shop drawings, samples and other submissions of the various subcontractors for conformance with the design intent; or (xiii) any other services not otherwise expressly identified as a Basic Service in the Agreement.

Hourly Rates for Time & Materials

Principal	\$	200.00	/ hour
Director	\$	180.00	/ hour
Planner I	\$	150.00	/ hour
Planner II	\$	125.00	/ hour
Planning Coordinator	\$	150.00	/ hour
Designer I	\$	150.00	/ hour
Designer II	\$	125.00	/ hour
Designer III	\$	100.00	/ hour
Sr. Construction Administrator	\$	150.00	/ hour
Construction Administrator	\$	125.00	/ hour
Senior Project Manager	\$	150.00	/ hour
Project Manager	\$	125.00	/ hour
Job Captain I	\$	110.00	/ hour
Job Captain II	\$	100.00	/ hour
Drafter	\$	90.00	/ hour
Project Associate	\$	80.00	/ hour
Administrative Assistant	\$	60.00	/ hour

Rates for Reimbursable Expenses

Plots (24x36) – Black & White	\$	6.00	/ sheet
Plots (24x36) - Color	\$	24.00	/ sheet
Plots (24x36) - Color Glossy	\$	30.00	/ sheet
Copies (8.5x11) – Black & White	\$.50	/ sheet
Copies (11x17) – Black & White	\$	1.00	/ sheet
Copies (8.5x11) – Color (Glossy x2)	\$	1.50	/ sheet
Copies (11x17) – Color (Glossy x2)	\$	3.00	/ sheet
Delivery	\$	25.00	/ trip
Jurisdictional Representation, i.e. attendance at Hearings/Meetings	\$	200.00	/ hour
Travel (out of town) as requested by Client			
Total hours (8 min.) x Employee's Hourly Rate plus all expenses incurred		\$ 8 hrs (min)	/ day plus Expenses

Date: October 16th, 2021

Attn: Chris Darling
5305 Secluded Brook Drive
Las Vegas, NV 89149

Re: Multi-Family Housing Entitlement and Construction Documents Proposal

Dear Chris,

SPARC Design Group appreciates the opportunity you've given us to work with you on this project and hopes to provide the best possible design services. We pride ourselves on providing a smooth and efficient project delivery process that results in mutual success.

This proposal is to provide Architectural Drawings for submittal to the local AHJ to obtain both an Entitlement Permit as well as a permit for new multi-family housing units. The subject property is located on parcels: 00116701010 and 00116701011 at approximately 0.39 acres. Construction drawings will provide the same plan duplicated onto the aforementioned sites only.

The parcel is currently zoned (CR-3).

The proposal includes the following:

- Entitlements
 - Exhibits
 - Site Plan
 - Parking Analysis
 - Landscaping
 - Floor Plan
 - Building Elevations
 - Color Material Boards
 - Applications
- Construction Documents
 - Schematic Design
 - Site Plan
 - Floor Plans
 - Ceiling Plans
 - Roof Plans
 - Design Development
 - Site Plans
 - Floor Plans
 - Ceiling Plans
 - Roof Plans
 - Building Sections
 - Stair Plans
 - Structural
 - Foundation Plan
 - Framing Plan
 - Mechanical
 - HVAC Plan

- Electrical
 - Lighting Plan
 - Power Plan
- Plumbing Plans
 - Waste and Vent Plans
 - Water and Gas Plans
- Construction Documents
 - Architectural
 - Landscaping
 - Civil – By others
 - Structural
 - Mechanical
 - Electrical
 - Plumbing
- Construction Administration
 - Deferred submittals and required reviews only
 - Trusses, mix design
 - Electrical Gear
 - HVAC Equipment

Services not listed above are assumed excluded from this agreement including, but not limited to:

- Contract and Construction Administration
- Fire Sprinkler / Alarm Design (Plans to be provided by Contractor)
- Interior Design – Complete drawings and specifications
- Soils Report
- Civil Engineering
- Landscape Irrigation Plans

Milestones:

- Entitlements (90-120 days)
 - Pre-submittal Meeting
 - Entitlement Submittal
 - Planning Commission Meeting
 - City Council Meeting
- Schematic Design (2 Weeks)
 - Site Plan
 - Floor Plans
- Design Development (3 Weeks)
 - Site Plan, Floor Plan & Ceiling Plan
 - Background files to MEP Subcontractors
- Construction Documents (3 Week)
 - Architectural Plans for Plan Review Submittal to AHJ
 - Engineering drawings for Plan Review – Structural, MEP
 - Coordinated Civil Engineering drawings – by others
 - All Applicable applications and forms
 - Plan Submittal to City of Mesquite

Fee Breakdown:

Fees for the above-referenced services will be billed per the below. SPARC will invoice on a monthly basis and payment will be due 30 days after presentation of the invoice.

Retainer Amount:	\$4,000.00
Entitlements	\$16,000.00
Sub-Total	<u>\$20,000.00</u>

Building Permit

Schematic Design	\$16,000.00
Design Development	\$20,000.00
Construction Documents	\$32,000.00
<u>Total</u>	<u>\$68,000.00</u>

Reimbursables:

The following reimbursables are included in this proposal:

- Printing of all full-size drawings required for submittals and milestone deliveries
- Plan Review fees

(Reimbursables will be billed at 1.1 times the cost incurred.)

We believe the above listed services and milestones will ensure a successful project delivery. If you find this proposal meets your approval, please sign below and return a copy for our records. Once the project has started, SPARC Design Group will bill in line with the milestone schedule.

These fees are valid for 30 days.

Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,

by Michael Pancirov, Principal
SPARC Design Group

Accepted By:

(Signature)

(Printed Name)

(Date)

Terms and Conditions:

- The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with this Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- If the services under the Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- If the Owner suspends the services under the Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Agreement by giving not less than seven days' written notice.
- The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. (The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.)

Hourly Rates

Principals	\$195.00
Project Manager / Architect	\$145.00
Designer / Job Captain	\$100.00
Draftsman	\$75.00
Administrative Support	\$50.00

J & J Plumbing LLC

3775 W Teco Ave. Suite 6
Las Vegas, NV 89118
License #0087068 Limit \$150,000
702-463-8430 www.jandjplumbinglv.com



Commercial Estimate

Date	12/24/2021
Estimate #	470

Name / Address
SNAP A/C & Plumbing 2524 S. Torrey Pines Las Vegas, NV 89146

Project	1709 - SNAP - Mesquite Apartments
P.O. No.	

Description	Total
<p>SNAP A/C & Plumbing - Mesquite Apartments</p> <p>We propose the following:</p> <ul style="list-style-type: none">- Furnish and install Lochinvar 50 gallon electric water heater (Relief valve discharge line included)- Furnish and install water heater pan and seismic straps- Furnish and install condensate drain piping (Type M copper pipe, wrot solder fittings)- Furnish and install hose bibbs- Furnish and install floor clean outs (Sizing per plans)- Furnish and install brass pressure regulator- Excavation of plumbing ditches included, backfill with native material- Piping penetrations through studs by plumber (Reinforcement or relocation by others)- Furnish and install domestic water service (Pex piping & fittings)- Furnish and install A/G waste & vent piping (Cast iron pipe& fittings)- Furnish and install U/G sanitary sewer piping to 5' of building connection (Sch. 40 PVC pipe & fittings)- Furnish and install gas dryer vent rough in piping ONLY (4" PVC under slab piping)- Furnish and install unit shut off ball valves- Furnish and install WC-1 (American Standard elongated, white w/ standard trim included)- Furnish and install Tub (Aquatic 26033CT)- Furnish and install Lav (American Standard Colony Faucet w/ standard trim, sink by others)- Furnish and install Kitchen Sink (Proflo 33"x22" double bowl stainless steel sink, American Standard Colony faucet w/ standard trim)- Furnish and install Dishwasher waste and water connections ONLY (Dishwasher provided and installed by others)- Furnish and install Oven gas rough in and connection ONLY (Oven provided and installed by others)- Furnish and install water supply stub out for ice maker valve ONLY- Furnish and install Washing Machine Box	
	Total:

Approved:

DatePage 1_____

J & J Plumbing LLC

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Commercial Estimate

Date	12/24/2021
Estimate #	470

Name / Address
SNAP A/C & Plumbing 2524 S. Torrey Pines Las Vegas, NV 89146

Project	1709 - SNAP - Mesquite Apartments
P.O. No.	

Description	Total
<ul style="list-style-type: none">- Furnish and install Washing Machine Pan (Plastic with PVC drain)- Furnish and install Gas Dryer stub out ONLY (Dryer provided and installed by others)- Furnish and install roof flashings ONLY (Penetrations and sealing by others) <p>Building 1 Pricing: 36,995.00 Building 2 Pricing: 63,121.60 Building 3 Pricing: 61,148.00</p> <p>This proposal EXCLUDES the following:</p> <ul style="list-style-type: none">- Bollards- Hot water recirculating pumps- Camera- Drain cleaning- Concrete work- Concrete x-ray- Caliche or hard rock removal- Roof drains- Garbage disposals- Appliance hookups or accessories- Water or gas meters- Extra spoil disposal from excavation- Any special valves- Fireproofing- Drawings or fees	
Total:	

Approved:

DatePage 2_____

J & J Plumbing LLC

3775 W Teco Ave. Suite 6
Las Vegas, NV 89118
License #0087068 Limit \$150,000
702-463-8430 www.jandjplumbinglv.com



Commercial Estimate

Date	12/24/2021
Estimate #	470

Name / Address
SNAP A/C & Plumbing 2524 S. Torrey Pines Las Vegas, NV 89146

Project	1709 - SNAP - Mesquite Apartments
P.O. No.	

Description	Total	
- Appliance installation - Any work not included in above scope		
Estimate valid for 30 days from date of issuance. A 50% deposit will be required on special orders and/or material. If you have any questions regarding this proposal, please contact John J. Feno, Jr. at 702-353-2022 or johnf@jandjplumbinglv.com.	Total:	\$161,264.60

Approved: _____ Date Page 3 _____



Plumbing Proposal

Mesquite Apartments

Mequite NV

for

Chris Darling

December 20, 2021

Dear Chris,

Thank you for allowing SNAP Plumbing the opportunity of bidding the Mequite Apartment project located in Mesquite, Nevada.

SNAP agrees and offers to furnish all labor and materials necessary to install a plumbing and sanitary system in and upon your project to be located in the City of Mesquite, County of Clark State of Nevada, in accordance with the plans and specifications of the parties and attached hereto as of the date of acceptance. If no such plans and specifications are so attached, then in accordance with the work to be performed as outlined in the following pages.

If you have any questions, please call at your convenience.

Sincerely, Don Darden

702-371-1100 Cell

SNAP AC & PLUMBING

2524 S. Torrey Pines

Las Vegas Nevada 89146

dondarden@dardenplumbing.com

NCL# 82344 LIMIT \$250,000.00

Plumbing Proposal
Mesquite Apartments
Mequite NV

BLDG #
1 2 3

2 8 6 **WC-1:** Delta Dual flush elongated 1.1 GPF
Includes chrome tank lever and angle stop.

2 8 6 **TUB UNIT:** Aquatic 26033CT one piece 60x30x72
We connect with Olympia Tub/shower valve w/ trim(chrome)

0 0 0 **ROOF DRAINS:**

2 8 6 **RESTROOM LAVATORY:** Cultured marble sink supplied by others.
We connect with Olympia single handle faucet

2 4 4 **KITCHEN SINK:** FHP 33"x 22" double bowl stainless steel sink
We connect with Olympia single handle kitchen faucet

0 0 0 **DISPOSAL:**

2 4 4 **DISHWASHER:** waster and water connections only

2 4 4 **WATER STUB OUT FOR ICEMAKER VALVE:**

0 0 0 **OVEN:** gas rough-in and connected only. Furnished and set in kitchen by others.

2 4 4 **AUTOMATIC WASHER: Sioux Chief OX BOX**

0 2 2 **PLASTIC AUTOMATIC WASHER SMITTY PAN WITH PVC DRAIN TO DAYLIGHT**

0 0 0 **GAS DRYER:** gas stubout only. Furnished and installed by others.

Plumbing Proposal
Mesquite Apartments
Mesquite NV

BLDG

1 2 3

2 4 4 **WATER HEATER:** A.O. Smith 50 gallon electric
Relief run off line included. Seismic strap per code.

1 2 2 **WATER HEATER PAN:** installed by plumber, drain to approved area

0 0 0 **FORCED AIR UNIT:** gas stubout only. Furnished and installed by others.

2 4 4 **MAIN AIR CONDITIONING CONDENSATE DRAIN ONLY.**

1 1 1 **HOSE BIBS:** Arrowhead No. 252CVB or equal.

0 0 0 **BUMPER PIPE:** supply only. Set by others.

1 1 1 **FLOOR CLEAN OUT:** sized per plans

1 1 1 **PRESSURE REGULATOR:** brass, size as required

0 0 0 **HOT WATER RECIRCULATING SYSTEM;**

1 1 1 **WATER SERVICE:** PEX

0 0 0 **CAST IRON PIPING;**

0 0 0 **GAS DRYER VENTING:** rough-in only, 4" PVC pipe under slab

0 0 0 **CAMERA MAIN LINE AFTER FINISH, BEFORE OCCUPANCY**

1 1 1 **SEWER CONNECTION:** Schedule 40 PVC up to 5 feet from building connect once, no sand

2 4 4 **UNIT SOV:** ball valve sized per plan

Plumbing Proposal
Mesquite Apartments
Mequite NV

BID PROPOSAL NOTES AND EXCEPTIONS
--

WATER SERVICE will be located in the most logical and cost effective location as determined by a SNAP Plumbing professional unless notified prior to engineering.

ALL DRAIN, WASTE AND VENT to be schedule 40 PVC pipe and fittings, run and secured per prevailing code. No cast iron DWV figured, except where indicated.

ALL REQUIRED ROOF FLASHINGS (Hard Jacks Only) for all plumbing vents will be delivered to and signed for by the site superintendent only, no exceptions.

ALL REQUIRED STRUCTURAL STRAPPING, as a result of notching wood members to accommodate gas and/or plumbing pipe, shall be furnished and installed by others.

SEWER CONNECTION

Supply labor, material and equipment to install schedule 40 PVC sewer line and connect. Price includes backhoe (locate, dig, backfill) time under normal conditions, All hard dig conditions(cailche ect...) requiring a hoe ram is an extra billed @ \$285.00/hr

Plumbing permit fees are not included.

No water or gas meters included, unless noted otherwise in proposal

Trenching of plumbing ditches included. **Slab backfill by PLUMBER.**

Plumber is not responsible for spoilage.

Prices are firm for thirty days from the original bid date.

Water services included at a maximum of 10 feet from building

Meter boxes, tailpieces, jumpers and special valves at services are not included.

Rat, sound and fireproofing is not included.

Removal of rock, cement or other material requiring extra time or special equipment is not included.

Hydrostatic test at water system is included one time.

Builder is responsible for ensuring electronic blueprints are provided by architect at no cost for engineering and design purposes.

Appliance installation furnished by others unless otherwise indicated

PRICES

The work as specified herein is to be performed to the terms and conditions as shown for the following prices:

BLDG 1	\$28,541.00
BLDG 2	\$53,019.00
BLDG 3	\$50,121.00

PERMIT FEES ARE NOT INCLUDED

ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement ("Agreement") is made this date between "Client" and Rim Rock Engineering, LLC, ("RRE"), dated December 16, 2021. All services herein are subject to the terms and conditions, as set forth below and on the following pages.

1. CLIENT INFORMATION

Client: Chris Darling
Address: 5305 Secluded Brook Cir.
Las Vegas, NV
Telephone: (702) 334-1551

2. PROJECT INFORMATION

Project Name: Mesquite Apartment Buildings
Location: APN: 001-16-701 & 001-16-701-011
Mesquite, NV

3. PROJECT DESCRIPTION

3.1. The project ("Project") consists of three apartment buildings as follows:

- 3.1.1. Building 1 – 1,496 sq.ft. – Two-Story
- 3.1.2. Plan 20X – 3,520 sq.ft. – Two-Story
- 3.1.3. Plan 23 – 5,016 sq.ft. – Two-Story

3.2. Construction type is anticipated to be conventional wood-framed stud walls with pre-fabricated open-web wood roof and floor trusses (by others) with conventional cast-in-place concrete foundations.

3.3. We anticipate that we will be provided with the following items prior to the commencement of structural design:

- 3.3.1. A copy of a current geotechnical report of the on-site soil conditions, which is sealed by professional engineer appropriately registered in the state of Nevada.
- 3.3.2. Final architectural drawings in electronic format, produced using AutoCAD (or AutoCAD compatible) software. Final architectural drawings shall include floor plans, roof plans, exterior elevations, and building sections.
- 3.3.3. Contact information for the selected truss designer/manufacturer to coordinate truss layout.

4. CONSULTING SERVICES

- 4.1. Consultation during design development phase to value-engineer the structure, establish construction materials, and coordinate the framing layout.
- 4.2. Prepare structural calculation package for design of primary structural system. Primary structural system shall be defined as building foundations, bearing walls, and floor and/or roof framing systems—design of prefabricated roof or floor components (i.e.: trusses) is not included as part of the primary structural system.

- 4.3. Design of exterior flatwork, stairs, site walls, site structures, trellises and other architectural features, etc., is not part of this scope of services, unless specifically included in this agreement.
- 4.4. Generate CAD drawings of the structure during design development phase. Generate final construction documents for submittal to the building department.
- 4.5. Provide electronic copy (i.e., in PDF format) of construction documents and calculations digitally signed by a Nevada-Registered Professional Engineer.
- 4.6. Review and comment on structural shop drawings required for building permit. Client shall submit appropriate submittals pursuant to an agreed upon schedule to avoid negative impacts to the progress of the work. In the absence of such a schedule, a minimum of five working days shall be provided for review; multiple submittal items shall require a cumulative review time allotment of a minimum five working days per item. Client shall be responsible to provide, in writing, all necessary information regarding review priority of multiple submittals, as applicable. Otherwise, multiple submittals will be reviewed in the order they are received.
- 4.7. Provide response letter and revisions to the structural drawings and/or calculations as necessary due to building department structural review comments. Revisions to the structural documents resulting from any other comments or revisions will be handled as an additional service.
- 4.8. During the design phase, re-work or re-design as a direct result of changes, omissions, or errors by the architect, sub-contracted designer, contractor, and/or owner, after substantial completion of work shall be considered as services not expressly set forth herein, but may be provided per the rate schedule in the attached Standard Terms and Conditions, or per a separate written agreement.
- 4.9. Contract administration services are limited to those services provided during construction for the administration of the contract documents. These services may include interpretation of the above documents (i.e., response to contractor RFIs, etc.), and shop drawing review, but shall not include engineering services for any specifically requested revisions to or deviations from the approved construction documents as initiated by anyone other than our office, including the owner, architect, contractor, client, etc. Such revisions or deviations may be handled per the rate schedule in the attached Standard Terms and Conditions, or per a separate written agreement.
- 4.10. Contract administration services will be handled on a Time and Expense basis per the rate schedule in the attached Terms and Conditions, or per a separate written agreement.

5. PROJECT SCHEDULE

- 5.1. We are able to begin immediately on this project and anticipate that we will be able to complete our services within five weeks from the date that we receive a signed Agreement and all necessary design information itemized in Section 3 above, barring any delays beyond our control.

6. RRE'S FEE

6.1. Our fees for consulting services as described above shall be as follows:

6.1.1.	Building 1.....	\$ 2,300.00
6.1.2.	Building 2.....	\$ 5,300.00
6.1.3.	Building 3.....	\$ 7,600.00
6.1.4.	Total.....	\$15,200.00

6.2. The above fees shall be invoiced and payable as follows:

- 6.2.1. \$7,600.00 up-front retainer
- 6.2.2. \$7,600.00 upon completion

6.3. The above-quoted fees shall be valid for a maximum period of 30 days from the date of this agreement, without its execution. If, following contract execution, more than 30 days elapses before project commencement, fees are subject to change commensurate with RRE's standard billing rates, as outlined in the then current Standard Terms and Conditions.

6.4. If Client fails to make payment due to RRE within 30 days of invoicing, then RRE shall be entitled to interest at 18% simple interest per annum.

7. STANDARD TERMS AND CONDITIONS

7.1 The Standard Terms and Conditions are incorporated herein (additional 2 sheets attached).

Thank you for the opportunity to propose our engineering services on this project. We look forward to working with you. Kindly indicate your acceptance of this proposal and the attached Standard Terms and Conditions by signing below and returning a copy via fax or mail.

If you have any questions regarding this proposal, please don't hesitate to contact me.

Respectfully,
Rim Rock Engineering, LLC.



Jared B. Faulkner, PE
Principal

Encl. Standard Terms and Conditions

Proposal Accepted for Client:

Signed: _____

Date: _____

Name: _____

Title: _____

(Please Print)

I have read and accept the standard terms and conditions: _____ (initial)

STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions are incorporated into and made a part of the Engineering Services Agreement.

ARTICLE A – PERFORMANCE

RRE and its employees will provide structural engineering services exercising a standard of professional care and completeness normally exercised under similar circumstances by structural engineering companies in this or other localities. RRE makes no warranties or guarantees, expressed or implied, with respect to the providing of its professional Services. RRE's responsibility is limited to the Services, and it assumes no other responsibility for the project for which the Services are intended. These Standard Terms and Conditions shall continue in full force and effect during, as well as after, the completion or termination of RRE's employment.

ARTICLE B – DOCUMENTS

All plans, specifications, reports, notes, data, digital files, calculations, drawings, sketches, and other documents, regardless of medium or content, prepared by RRE, are Instruments of Service and shall remain the sole property of RRE. RRE shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement, RRE grants to Client a non-exclusive, non-transferable license to use RRE's Instruments of Service solely and exclusively for the purpose of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this Article permits the Client to authorize the contractor, subcontractors, sub-subcontractors, as well as Client's consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If RRE rightfully terminates this Agreement for cause, the license granted herein shall terminate. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not intended to be construed as publication in derogation of the reserved rights of RRE. Client agrees not to use said instruments for projects other than the project for which the documents were prepared by RRE, or for future modifications to this Project, without RRE's express written permission. Client agrees, to the fullest extent permitted by law, to indemnify and hold RRE harmless from and against any and all injury, claim, liability, cost, expense, loss, demand, liability, suit, action and/or other damage arising out of or resulting from the unauthorized distribution, reuse or modification of these Instruments of Service by Client, or by any person or entity that acquires these instruments of service from or through Client, without the express written consent of RRE.

ARTICLE C – ADDITIONAL SERVICES

Additional services are services beyond those described herein and shall be billed as time and expense services, or per a separate written agreement. Additional services billed as time and expense services shall be subject to the following hourly rates, with exceptions as outlined in Section 6 above. All fees shall be shall be invoiced and payable in accordance with Article 5 below:

Principals	\$195.00	Designers	\$115.00
Engineers	\$170.00	Drafters	\$ 80.00
Project Managers	\$150.00	Administrative	\$ 50.00

ARTICLE D – ADDITIONAL EXPENSES

Expenses incurred by RRE for additional copies of structural documents beyond the scope of services described herein, will be billed at the following rates, and shall be invoiced and payable upon the Client's receipt of these items:

Calculations, Reports, etc.	Cost plus 15%	Bond and Reproducible Drawings	\$0.60 per ft ²
Courier and Shipping Service	Cost plus 15%		

ARTICLE E – BILLING

The Client engaging RRE is responsible for payment of charge as described in the RRE's Fee section on this Agreement, as well as any and all applicable fees for additional services, as described herein. Payment in full is due upon receipt of the invoice. Invoices unpaid 30 days from the invoice date are considered past due and are subject to an interest surcharge at the rate of 1-1/2% per month. Should the project design phase extend beyond 30 days, the above fee will be invoiced monthly based upon approximate percent of project completion. In the event any bill or portion thereof is disputed by Client, Client shall notify RRE in writing within ten (10) days of receipt of bill in question. Client's failure to make required payments for RRE's services in accordance with the terms of this Agreement is a material breach of this Agreement.

ARTICLE F – CLIENT INDEMNITY OF RRE

Client waives any claim against RRE, and agrees to indemnify, defend and hold the RRE, its members, managers, employees, and representatives forever harmless from and against all claims, demands, lawsuits, liability, loss, judgments or other expense (including, but not limited to, defense costs, expenses and reasonable attorneys' fees) made or imposed upon the RRE arising out of any allegations of injuries to or death of persons (including wrongful death), damages to property, and any other claims arising or allegedly arising from or in any way connected with the Services.

ARTICLE G – LIMITATION OF LIABILITY

- a. RRE shall not be responsible for acts or omissions of Client or third parties not under RRE's direct control.
- b. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of RRE, its officers, directors, members, partners, agents, employees, and consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, cost, or damages whatsoever arising out of, resulting from, or in any way related to the Project, RRE's or its consultants services or this

Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of RRE, its officers, directors, members, partners, agents, employees, and consultants shall not exceed the total compensation received by RRE under this Agreement. Client and RRE acknowledge that this provision was expressly negotiated and agreed upon. Higher limits are available for an additional fee.

- c. RRE shall be entitled to rely upon information supplied by Client, Project Owners, Client's or Owner's agents, contractors or other consultants involved, or upon information available from generally accepted reputable sources including public records, without independent verification. RRE shall not be liable for errors, omissions, or other damages that result from such reliance.
- d. RRE shall not be held liable for any claims made by, through, or under Client except where it is determined that the cost, loss, or damage is solely caused by the negligence or willful misconduct of RRE.
- e. RRE shall not have control over nor charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or safety programs in connection with the Client's Project. RRE shall not be responsible for the contractor's schedules or failure to carry out the Project in accordance with the Construction Documents. RRE shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other providing services or performing work on the Project.
- f. RRE shall not be responsible for damages or be deemed in default by reasons of delays in performance due to circumstances beyond our direct control. RRE does not control the duration of work by others including government agencies and makes no warranty, expressed or implied, about obtaining agency approvals by a certain date. Any such information provided by RRE shall be an estimate only. Client waives any claim against RRE for injury or loss arising from delays caused by government agencies unless such delay is directly attributable to failure of RRE to perform services under its control in a reasonable and customary manner.
- g. The applicable statute of limitations for causes of actions between the parties to this Agreement shall commence to run as the date of Substantial Completion of the Project.
- h. Notwithstanding anything to the contrary herein, Client and RRE agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each others shareholders, RRE/s, directors, agents, consultants, officers or employees.
- i. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Client or RRE.

ARTICLE H – COLLECTION COSTS

In the event legal action is necessary to enforce the payment provisions of this Agreement, RRE shall be entitled to collect those fees due and owing from the Client. In addition, RRE shall be entitled to receive from client judgment of settlement sums due, attorney's fees, court costs and expenses incurred by RRE in connection herewith and in addition, the reasonable value of RRE's time and expenses spent in connection with such collection action, as computed at the hourly rates contained herein.

ARTICLE I – TERMINATION AND SUSPENSION OF SERVICES

- a. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice.
- b. In the event of breach, the defaulting party shall have seven (7) days from receipt of a reasonably detailed written notice to cure the alleged default. If the defaulting party has not cured the default within such period, the non-defaulting party may, at its sole option, terminate the agreement and pursue such remedies it may have, in law or equity, in accordance with the terms of the Agreement.
- c. In the event all or any portion of the Project is abandoned, terminated, or suspended for more than thirty (30) calendar days, Client shall notify RRE in writing of such event and pay RRE for Services rendered and Fees earned, including expenses and other charges incurred by RRE prior to such notice of abandonment, termination, or suspension. In addition, an equitable adjustment to both Fees and schedule will be made to compensate RRE for any resulting costs to demobilize or remobilize.

ARTICLE J – GENERAL TERMS

This document embodies the entire agreement between the parties and may not be amended, modified, altered or changed in any respect whatsoever except by writing duly executed by the parties hereto. If any portion of this Agreement is found to be void or unenforceable, the remaining portions hereof shall remain in full force and effect. Each party represents and warrants to the other that it has all corporate or entity approvals necessary to enter into this Agreement. Neither party may assign or transfer its rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. The waiver by either party of a breach of any provision of the Agreement by the other shall not operate or be construed as waiver of any subsequent breach by the party. Any notice given under this Agreement must be in writing and hand-delivered, faxed, or sent by overnight mail to the other party. This Agreement is to be performed in, governed by, and construed in accordance with the laws of the State of Nevada. In the event of any dispute, the venue of any action shall be had in Clark County, Nevada, and the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including fees and costs in bankruptcy.



December 15, 2021

Chris Darling
9709 Glistening Rock,
Las Vegas, NV, 89149

**REFERENCE: Proposal to Provide Structural Engineering Services:
For Mesquite Multi-family**

Dear Chris:

In accordance with your request, we are pleased to submit this proposal to provide structural engineering services for the above referenced project. Our proposal is as follows:

1. STRUCTURAL ENGINEERING SERVICES: **\$5,750.00**
The fee includes the preparation of structural calculations and drawings for the permitting and construction of the above referenced project. This fee includes the review of structural shop drawings, plotting and shipping for submittals, response to plans check comments and the response to field RFI's. This fee does not include site retaining walls, fences, or other civil site improvements. If necessary, a proposal for these or any additional services will be provided upon request.
2. SERVICES DURING CONSTRUCTION:
For site visits or contractor consultations, resulting from design changes or contractor error, we propose to invoice these services on an hourly basis in accordance with the attached fee schedule.

We would like to thank you for the opportunity to submit this proposal and look forward to working with you on this project. This proposal is valid for 90 days from the date issued. Fee adjustments may be required after 90 days if the proposal has not been executed.

This proposal does not include reproduction costs for drawings or other out of pocket expenses. These costs will be invoiced per the enclosed additional terms of this contract (see Attachment A). This proposal does not include any submittal fees that may be required. These are the responsibility of the owner or his agent.

Your signature below authorizes Vector to commence work on this project. In addition, your signature indicates that you have read and are in agreement with the terms of this contract, including Attachment A, which is a portion hereof. If you have any questions regarding this matter, please contact me at your convenience.

Sincerely,
VECTOR STRUCTURAL ENGINEERS, LLC

Jacob S. Proctor, P.E.
Principal
Enclosure

Authorization to Proceed:

Signature Print Name

Title Date

Accounts Payable Contact Info. (email preferred)

ATTACHMENT A

- A. **GENERAL:** The fee indicated on the attached proposal is based upon information provided by the Client or his agent to VECTOR STRUCTURAL ENGINEERING, LLC (VECTOR). If revisions to the Project are made by the Client or his agent prior to or during the engineering phase, an adjustment in fee may be required. Once executed, this signed contract authorizes VECTOR to commence work. The Client recognizes their responsibility for work completed by VECTOR. In the event the Client wishes to hold or cancel the job, the Client agrees to pay for work already completed, up to the full fee amount if the engineering work is completed. Separate written authorization is required to stop VECTOR from proceeding with work if the Client wishes to hold or stop work.
- B. **ADDITIONAL SERVICES:** For the purpose of this contract, additional services are defined as revisions or additions to the original scope of engineering and/or drafting work. These revisions include adjustments in architectural, civil, mechanical, or electrical drawings which require additional structural engineering work or rework. In addition, additional services could include site visits, contractor consultations, analysis of alternate construction methods or materials, construction repairs, etc., resulting from revisions or contractor error. Fees for additional services will be based upon the following fee schedule:
- | | | | |
|------------------------|---------------|-----------------------------------|---------------|
| Principal----- | \$ 175.00 hr. | Staff Engineer----- | \$ 100.00 hr. |
| Senior Engineer----- | \$ 150.00 hr. | Senior Drafter/CADD Operator----- | \$ 85.00 hr. |
| Managing Engineer----- | \$ 125.00 hr. | Clerical----- | \$ 35.00 hr. |
- C. **PAYMENT:** Unless other terms have been agreed upon in advance, payment for all engineering services is due prior to receiving stamped documents and other goods of service. If terms have been agreed upon in advance, they will be as follows: Payment for all engineering services is due upon receipt of invoices for engineering services rendered to date. Any amounts not paid within 30 days from the date of the invoice will be considered in default and will commence to bear an interest of 18% per annum. VECTOR reserves the right to stop or withhold work for any client whose account is past due. The Client is responsible for payment, costs of collection, interest, and reasonable attorney's fees for all amounts in default.
- D. **REIMBURSABLE EXPENSES:** Overnight shipping, air cargo, delivery, and travel expenses will be invoiced to the Client at VECTOR's direct cost plus 15%. Mileage for project related travel will be invoiced at \$.485/per mile. In-house plotting and drawing reproduction costs will be invoiced as follows: In-house plotting and drawing reproduction costs will be invoiced at \$.15/ft². Any outsourced plotting or drawing reproduction costs will be invoiced to the Client at VECTOR's direct cost plus 15%.
- E. **OWNERSHIP OF DOCUMENTS:** All plans, calculations, sketches, documents and notes prepared by VECTOR are the property of VECTOR and are intended for use by the Client for the Project and location specifically indicated in the contract. All engineering documents prepared by VECTOR must not be reproduced, reused, "card filed", sold to a third party, or altered in any way without the written authorization of VECTOR.
- F. **UTAH LAW:** Any litigation, controversy or adversarial proceeding related to the work defined in the contract will be governed by the laws of the State of Utah.
- G. **CHANGES:** This Agreement may be changed or amended upon the mutual consent of the parties thereto.
- H. **DEFECTS IN SERVICE:** The Client will promptly report to VECTOR any defects or suspected defects in VECTOR's services of which the Client becomes aware, so that VECTOR may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and must require all subcontractors at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify VECTOR will relieve VECTOR of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- I. **LIMIT OF LIABILITY:** The Client agrees to limit VECTOR's liability to the Client and to all contractors and subcontractors on the Project due to VECTOR's negligent acts, errors or omissions, such that the total aggregate liability of VECTOR to all those named will not exceed \$5,000 or VECTOR's total fee for services rendered on the specific Project, whichever is greater. VECTOR will not be liable for any projects for which payment has not been made in full within 60 days of completing the Project. VECTOR will not be liable for any unstamped, preliminary engineering services.
- J. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor VECTOR, their respective officers, directors, partners, employees, contractors or subconsultants will be liable to the other or will make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages will include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause or action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and VECTOR will require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
- K. **MEDIATION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and VECTOR agree that all disputes between them arising out of or relating to this Agreement or the Project will be submitted to nonbinding mediation. The Client and VECTOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.
- L. **STEPPED DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and VECTOR agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter for binding arbitration.
- M. **THIS ATTACHMENT IS A PART OF THE ORIGINAL PROPOSAL.**

Stucco & EIFS

Siding

Scaffolding



Performance Builders

Our Name Says It All...

4275 ARCATA WAY
N. LAS VEGAS, NEVADA 89030 NV LIC. 67266-C17
PHONE: (702) 547-0089 FAX: (702) 647-0089

DARLING DEVELOPMENT
LAS VEGAS NV.

Phone: 702 334-1551

Fax:

Attention: CHRIS DARLING

chris@atrackout.com

Ladies and Gentlemen:

We propose to perform the following work on the above-referenced project according to plans, with the following clarifications:

Project: MESQUITE MULTI FAMILY

Bid Date: 12/17/2021

SPECIFICATIONS:

Apply one coat stucco on sheathed wood frame construction with finish

BASE BID:

*APPLY 1 COAT STUCCO WITH WOVEN WIRE AND
10 MINUTE GRADE D PAPER WITH A LACE FINISH
"NO COLOR"*

ALT: ADD FOR CONCRETE WASH-OUT BIN IF NOT PROVIDED BY GC

BLDG 1	BLDG 2
\$49,517	\$31,064
\$500	\$500

*NOTE: PROPOSAL IS A BUDGET BASED OFF PRE APPLICATION PERMIT SET.
PRICE MAY DIFFER WHEN APPROVED PERMIT SET IS AVAILABLE
PRICE MAY ALSO DIFFER IF MATERIAL PRICES CONTINUE TO RISE.*

**GC to provide a compact & level ground surface, free of excess debris or large rocks prior to setting of scaffold.
CANOPIES, AWNINGS, ETC TO BE DONE AFTER STUCCO TO ALLOW SCAFFOLD TO BE SET**

PLEASE REVIEW THE ATTACHED INCLUDES & EXCLUDES PAGE

PLEASE READ THE FOLLOWING LISTS OF INCLUDES & EXCLUDES CAREFULLY. THEY WILL REMAIN PART OF ANY CONTRACT AND **SCOPE OF WORK** THAT IS ENTERED INTO BY PERFORMANCE BUILDERS.

INCLUDES		
1.)	X	INCLUDES APPLICATION OF A ONE COAT STUCCO SYSTEM JOB MIXED DIAMOND WALL 1-COAT STUCCO AND BULK SAND
2.)	X	INCLUDES 1" EPS FOAM r3.85 AND 1"x20 ga WOVEN WIRE
3.)	X	INCLUDES APPLYING A GALVANIZED METAL WEEP SCREED AT ALL BOTTOM PLATE AREAS.
4.)	X	INCLUDES WATERING OF BROWN COAT PER UBC OR ICC AS NEEDED
5.)	X	INCLUDES WATERING OF FINISH COAT ONE TIME ONLY (NOT RESPONSIBLE FOR PH LEVEL)
6.)	X	INCLUDES AN EXTRA LAYER OF 10 MINUTE 2 PLY GRADE D BLACK PAPER AT ALL SHEAR WALL AREAS.
7.)	X	INCLUDES 2" FIBERGLASS MESH AT JOINTS OF FOAM POPOUT ONLY
8.)	X	INCLUDES CORNER AID APPLIED AT ALL EXTERIOR OUTSIDE CORNERS EXCLUDING ANY FOAM POPOUTS.
9.)	X	INCLUDES PROVIDING ALL FOAM POPOUTS PER PLANS AND ELEVATIONS.
10.)	X	INCLUDES SCAFFOLD FOR OUR SCOPE/TRADESMEN
11.)	X	INCLUDES PULLING STUCCO SPOILS BACK TWO FEET FOR REMOVAL BY OTHERS
12.)	X	INCLUDES STUCCO ON EAVE FACIA AND SOFFIT
13.)	X	INCLUDES STUCCO ON UNDERSIDE OF 2nd FLOOR DECK
14.)		
EXCLUDES		
1.)	X	EXCLUDES USING ANY COLOR STUCCO, WHITE CEMENT OR PAINTING. UNO
2.)	X	EXCLUDES SEALERS AND CAULKING
3.)	X	EXCLUDES ANY SPECIAL METAL TRIMS OTHER THAN THOSE CONTAINED IN OUR LIST OF INCLUDES.
4.)	X	EXCLUDES ANY ROOF FLASHING OR COUNTER FLASHING.
5.)	X	EXCLUDES ANY CONTROL OR EXPANSION JOINTS UNLESS SHOWN ON ELEVATION SHEETS
6.)	X	EXCLUDES PROVIDING A DUMPSTER FOR LATH OR STUCCO DEBRIS. If we are to supply add \$500 per dumpster
7.)	X	EXCLUDES HAULING OFF ANY KIND OF LATH OR STUCCO DEBRIS.
8.)	X	EXCLUDES EXTERIOR SHEATHING, BLOCKING, BACKING OR FURRING.
9.)	X	EXCLUDES ALL STONE WAINSCOT, MANUFACTURED ADHERED STONE, STUCCO BRICK OR PRECAST.
10.)	X	EXCLUDES STUCCO OVER CMU FENCES, SITE WALLS OR RETAINING WALLS. UNO.
11.)	X	EXCLUDES ANY SPAYED OR TROWELED ON FLUID-APPLIED MEMBRANE AIR BARRIERS
12.)		
13.)	X	EXCLUDES SCOPE FROM SPEC BOOK, NONE PROVIDED AT BID TIME UNLESS NOTED OTHERWISE

GENERAL CLARIFICATIONS:

We provide scaffold and equipment for our work. Other trades are not permitted use of this scaffold without a prior written agreement.

G/L Insurance Limits: \$2,000,000 / \$4,000,000 we have EIFS insurance.

Worker's Comp Limits: \$1,000,000

NV License No: 67266 C-17 Bid Limit: \$4.5 MILLION

Respectfully submitted,
 RANDY SORENSEN
 PERFORMANCE BUILDERS
 CELL (702) 523-3481

Proposal Expiration Date: 2/17/2022



Aggregate Industries, SWR, Inc.
#10639A-AB Unlimited
4675 West Teco Avenue #140
Las Vegas, NV 89118
Phone: 702.649.6250 • Fax: 702.649.8834

To:	CDJT Holding LLC	Contact:	
Address:	5305 Secluded Brook Circle Las Vegas, NV 89149	Phone:	702-334-1551
		Fax:	
Project Name:	151 & 161 First Street **Budget**	Bid Number:	SWRJLE210097
Project Location:	MESQUITE, NV	Bid Date:	

Line #	Item Description	Total Price
1	MOBILIZATION	\$18,000.00
2	BOX OUT TO SUBGRADE FOR AC SECTION & SIDEWALK AREA	\$9,000.00
3	SCARIFY & COMPACT SUBGRADE	\$2,500.00
4	INSTALL 4" TYPE II UNDER ASPHALT, TYPE II UNDER CURB, SIDEWALK & TRASH ENCLOSURE	\$11,100.00
5	INSTALL 2" ASPHALT	\$21,050.00

Total Bid Price: \$61,650.00

Notes:

- PRICING IS BASED ON CURRENT ASPHALT OIL PRICES FOR BUDGET PURPOSES! UPON FINAL DRAWINGS AISWR WILL ADJUST PRICING ACCORDINGLY.

- We hereby propose to furnish materials and labor to complete the work outlined herein for the sum of: PER PRICES ABOVE. Payment to be made as follows: Thirty (30) days from date of invoice. This Estimate and Agreement and attached forms must be made part and parcel to any contract agreement into which Aggregate Industries (U.S.) may enter. Proposal will be void if General/Owner breaks proposal into various parts, without prior approval.

Unless noted above the proposal specifically excludes: payment & performance bond & fees, traffic/pedestrian control & barricading, traffic control permit & plans, shoring, bracing, underpinning, over excavation, profilographing & grinding, excavate & backfill of retaining walls, drain rock, perforated drain pipe, geotextile fabric, waterproofing of any kind, over excavation of footings, sawcut of asphalt/concrete, demo & removal of asphalt & concrete items, removal of all unforeseen items below grade, type II base, grading of any kind, subgrade to be +/- .10' prior to AISWR arrival, import & export material, haul off of spoils generated by others, soil stabilization (rock abatement and/or dust palliative), soil sterilization (herbicides), caliche and/or rock excavation, dewatering, discharge permit, sand, visqueen or vapor barrier, trash removal & disposal, landscape grading of any kind, landscape material, backfill landscape planters & parking lot islands (behind back of curb), SWPPP permit & devices, dust permit, grading permit, encroachment permit, pavement markings & signage, flaggers, type II for concrete flatwork unless noted, trench plates for access, temporary fencing, barrier rail, site security, specific site safety training and/or badging requirements, administration cost associated with OCIP's, quality control/quality assurance, asphalt cores, street sweeping, utility patching for onsite & offsite unless noted, NDOT/PG Mix, Open Grade, UTACS (aka BWC), surveying, utility adjustments, potholing, light plants, night and weekends, and construction water.

*****ADDITIONAL PROVISIONS*****

1. **SCOPE:** The purchaser shall be the person or persons and/or The Company accepting this proposal. Aggregate Industries (U.S.). (Aggregate Industries) shall furnish all necessary material, labor and equipment to complete the work specified herein. Unless otherwise specified by the project plans and specification, all materials and workmanship shall be in accordance with applicable Local, State and Federal Specifications and Standards.
2. **PROPOSAL OFFER EXPIRATION:** This proposal shall be void unless accepted within days from the date hereof (30 days unless otherwise stated.)
3. **WORK CONDITIONS:** Unless otherwise stated herein the contract price is based upon the following conditions:
 - a. Aggregate Industries will be provided with the adequate access to the work site that it deems necessary.
 - b. Aggregate Industries will be provided a work site free of obstructions and free of interference by others.
 - c. The work covered by this agreement shall be performed in a single, continuous operation that will require only one mobilization, unless otherwise stated herein.
 - d. The work covered by this agreement is based upon producing the necessary hotmix asphalt by Aggregate Industries' own hotmix plant and is subject to the seasonal operation of said hotmix plant.

Variances from the above conditions shall be considered changes to the work, see Item No. 10.

4. **PERFORMANCE:** Unless otherwise stated the work covered by this agreement must be completed within Aggregate Industries' current construction season. If for any reason the work is delayed into a subsequent construction season the contract price may be increased to reflect Aggregate Industries' prices current for when the work is done.

- 5. **PRICE ADJUSTMENT FOR ASPHALT CEMENT:** Because of a fluctuating world, national, and/or regional supply of crude oil, our supplier(s) of asphalt cement may not furnish us with a stable price for asphalt cement utilized in our hotmix asphalt. It is accordingly expressly agreed that the contract price of any hotmix asphalt covered by this proposal and agreement may be increased or decreased by the amount necessary to reflect any increase or decrease after the date hereof of the cost to Aggregate Industries of the asphalt cement utilized in the hotmix asphalt covered by this agreement. It is agreed that the purchaser shall give Aggregate Industries a 15 (fifteen) day written notice prior to the date on which any work to be performed hereunder is to commence. Following receipt of such notice, Aggregate Industries shall notify the purchaser of the dollar amount of increase or decrease in the contract price, if any, applicable to the work. If subsequent to such notice of price adjustment but prior to 5 (five) days before commencement of the asphalt work, the purchaser gives Aggregate Industries written notice that such price adjustment is not acceptable, then Aggregate Industries may, at its option, terminate further performance and this agreement. In the event of such termination Aggregate Industries shall be paid for the work performed through the date of termination, if any, and shall have no further obligation or liability to the purchaser or to any others by reason of such termination. If the above 15 (fifteen) day notice is not received by Aggregate Industries, it is hereby authorized to adjust the contract price by the amount necessary to reflect the changes after the date hereof, of the cost to Aggregate Industries of the asphalt cement utilized in the hotmix asphalt covered by this agreement. The purchaser hereby agrees to pay for the work performed hereunder at such adjusted contract price.
- 6. **AUTHORIZATION:** The purchaser represents that he/they are the owner of the premises on which the proposed work is to be done or that they are the authorized representative of the owner and that the owner's permission and authority is hereby granted to Aggregate Industries to perform such work on the subject premises.
- 7. **VEGETATION:** It is agreed that if a soil sterilizer and/or vegetation growth inhibitor is applied in an effort to prevent weed growth that no guarantee is expressed or implied that its use will have satisfactory effect. The purchaser hereby covenants and agrees to save and hold harmless Aggregate Industries and its agents from and against any and all damages, claims, costs or expenses whatsoever arising from or growing out of the use of such soil sterilizer and/or vegetation growth inhibitor.
- 8. **SUBGRADE SOIL CONDITIONS:** The purchaser may wish to engage an independent licensed soils engineer to conduct a study of the subgrade soil beneath the proposed asphalt, or to make recommendations or to make a pavement design. Aggregate Industries will, upon request, modify this proposal and contract price to include such recommendations. Aggregate Industries assumes no responsibility for or liability relating to the underlying soil conditions.
- 9. **LIMITED WARRANTY:** Subject to the terms of this paragraph, all material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Aggregate Industries hereby warrants the work performed by it from and against defects in materials and workmanship for a period of one year from the date of completion of the work, unless specifically agreed otherwise elsewhere in the Agreement, or in a separate written agreement signed by the purchaser and Aggregate Industries. No warranty is given in the event the slope allowed or provided for under the specifications provided by the purchaser is less than 1% (1 foot vertical per 100 foot horizontal). This warranty shall not apply to settlement or cracking of any pavement due to expansive soils, or improperly compacted utility trenches, or improperly compacted subgrades prepared by others. **THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER GUARANTY OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 10. **CHANGES TO THE WORK:** Additional charges shall be made for added or changed work items or for changed work conditions. The additional charges for such added or changed work conditions shall be on the basis of Aggregate Industries' cost plus 10% for profit.
- 11. **ENGINEERING & TESTING:** Unless otherwise provided in the description of the work to be performed, the price of the work does not include the cost of engineering services, construction staking, quality control testing, surveying, testing of materials, and/or testing of compaction.
- 12. **INSPECTION OF WORK:** Inspection during the progress of the work shall be the responsibility of the purchaser. In the absence of inspection Aggregate Industries shall use its best judgment to interpret the plans and specifications and Aggregate Industries' best judgment shall be conclusive as to its obligations thereunder.
- 13. **PAYMENT:** The work completed will be invoiced monthly and upon completion. The total amount invoiced is due on the invoice date. A finance charge of 1 1/2% percent per month (18% percent per annum) will be charged on any balance 30 days past due. 1 1/2% per month (18% per annum) unless otherwise provided. No retainage may be withheld unless specifically agreed to in writing by Aggregate Industries.
- 14. **COLLECTION:** AGGREGATE INDUSTRIES may file liens and bond claims within the prescribed periods for its own protection in the event collection efforts are necessary. An additional charge will be made for cost of all collection expenses, including interest and reasonable attorneys fees, incurred by Aggregate Industries whether based upon a lien, bond claim, or other procedure.
- 15. **FINANCIAL RESPONSIBILITY:** If at any time Aggregate Industries, in its sole judgement, determines that the financial responsibility of the purchaser is unsatisfactory, it reserves the right to require payment in advance or satisfactorily guarantee that invoices will be paid when due. If any payments are not paid when due, Aggregate Industries, at its option may cancel any unfulfilled portion of this agreement without further obligation or liability, and all work theretofore completed shall thereupon be invoiced and be due and payable immediately. Upon credit approval Aggregate Industries reserves the right to withdraw from this agreement if purchaser has unsatisfactory credit.
- 16. **SALES TAXES:** All applicable State, City, and County sales taxes which are currently in effect are included in the price quoted unless specifically stated otherwise in this agreement.

- 17. **PERMIT FEES/BOND COSTS:** The price quoted in this proposal does not include the cost of any bonds and/or permits required by the State, City and/or County in which the work is to be done. The cost of these bonds and/or permits will be added to the contract amount.

18. **PRICE GUARANTEE:** It is agreed that if completion of all work herein is not done by thirty days after submission of proposal, then prices set forth above are not guaranteed and the parties shall negotiate new prices for incomplete work only, unless Aggregate is sole cause for delay. Should parties be unable to agree on adjusted prices, Aggregate shall have the right to terminate contract without recourse by buyer.

19. **FORCE MAJUERE:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (I) by causes beyond the party's reasonable control and occurring without its fault or negligence, including, without limitation, asphalt and/or oil suppliers, failure of suppliers, subcontractors, and carriers, equipment, malfunctions or breakdowns, strikes, lockouts, boycotts, embargos, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, plus any weather delay or other delays that may have occurred during the FORCE MAJUERE.

===== ACCEPTANCE =====

The specifications, conditions, attachments, terms and contract are satisfactory, and I (we) hereby authorize the performance of this work. Also, I (we) have read and accept the additional provisions as stated above.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

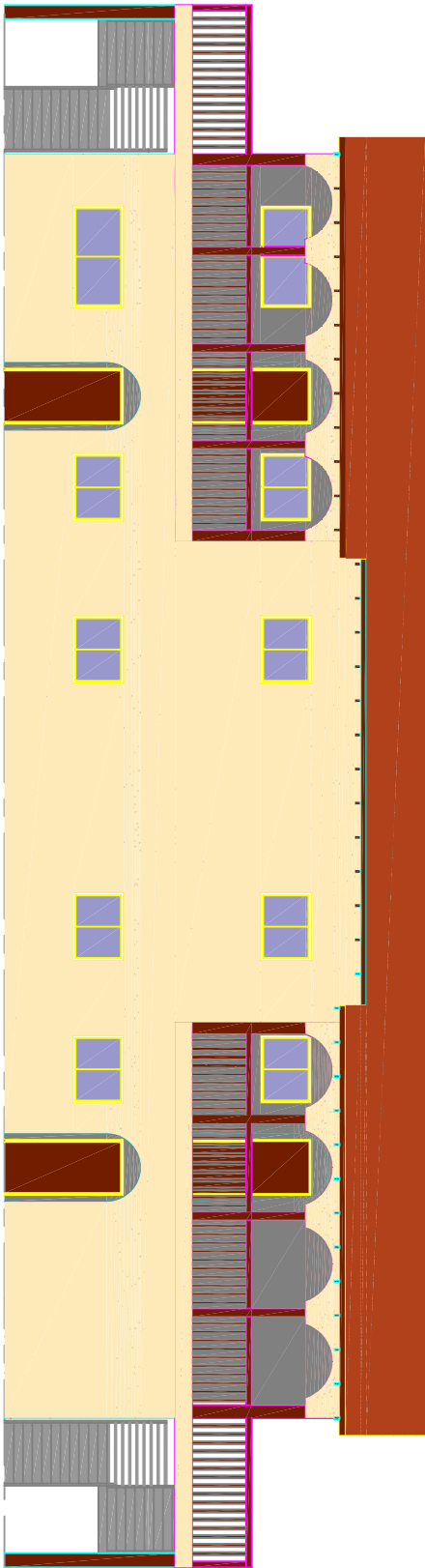
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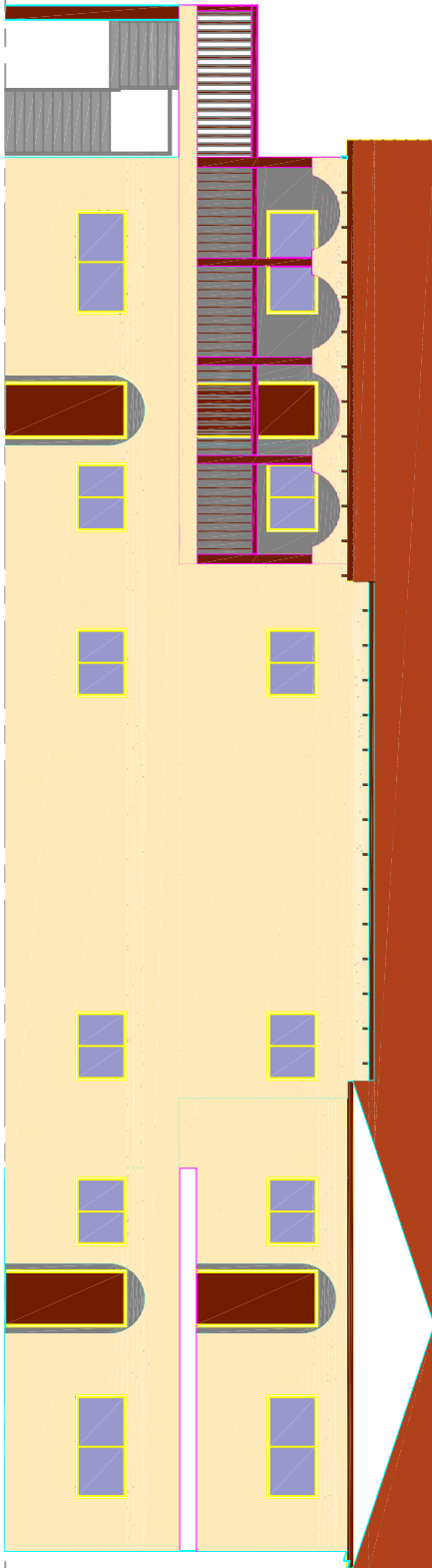
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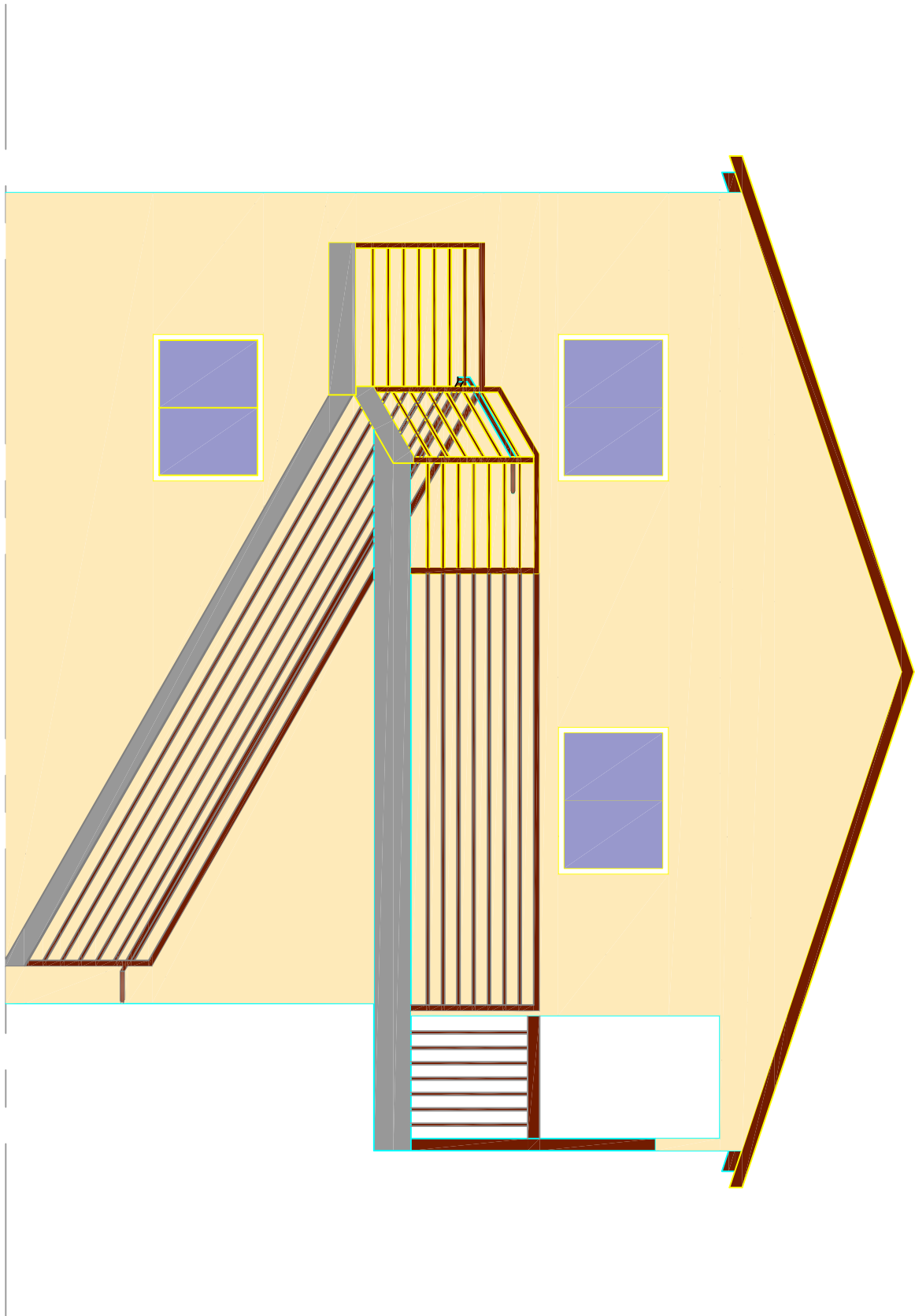
Aggregate Industries SWR

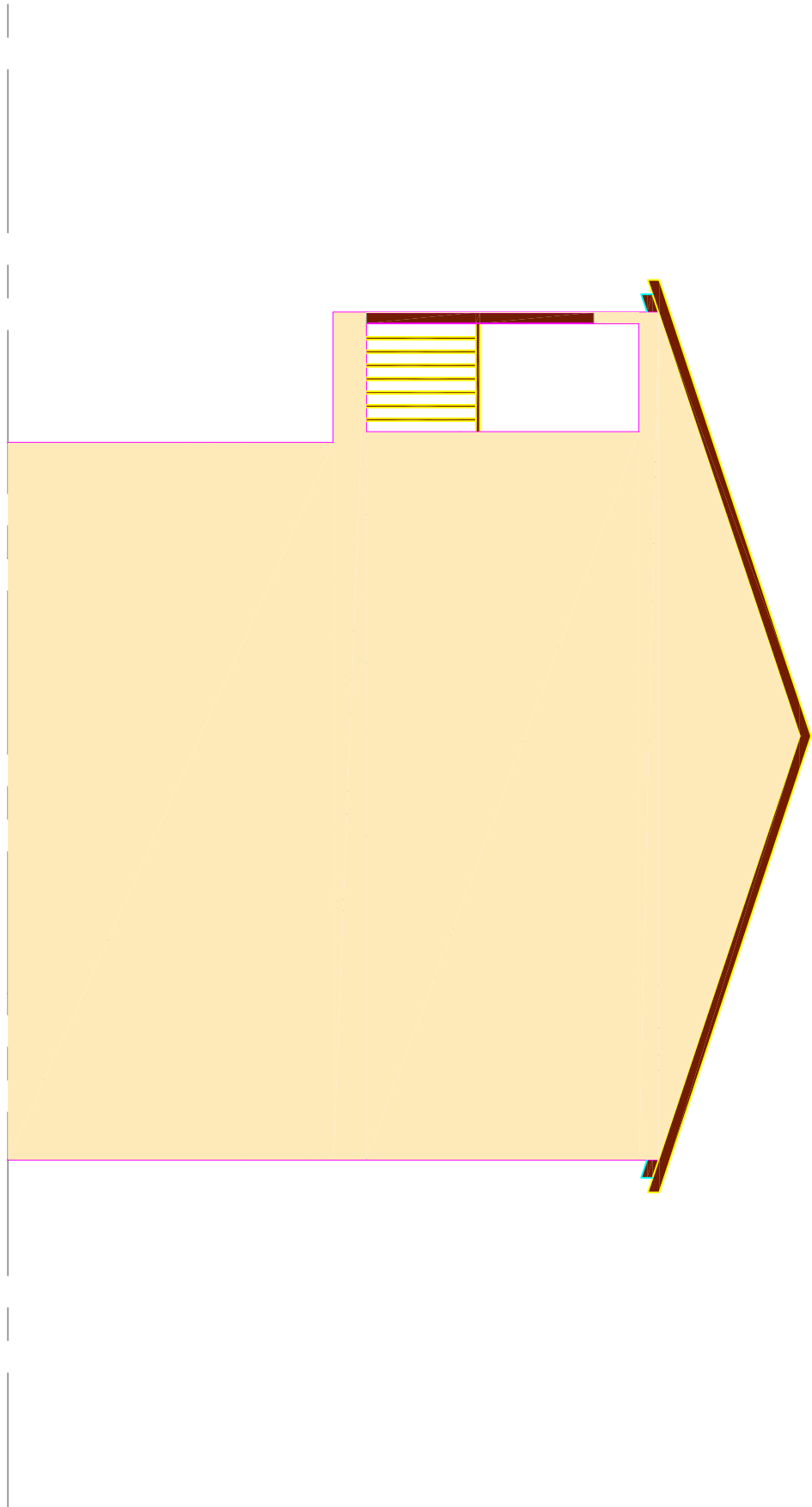
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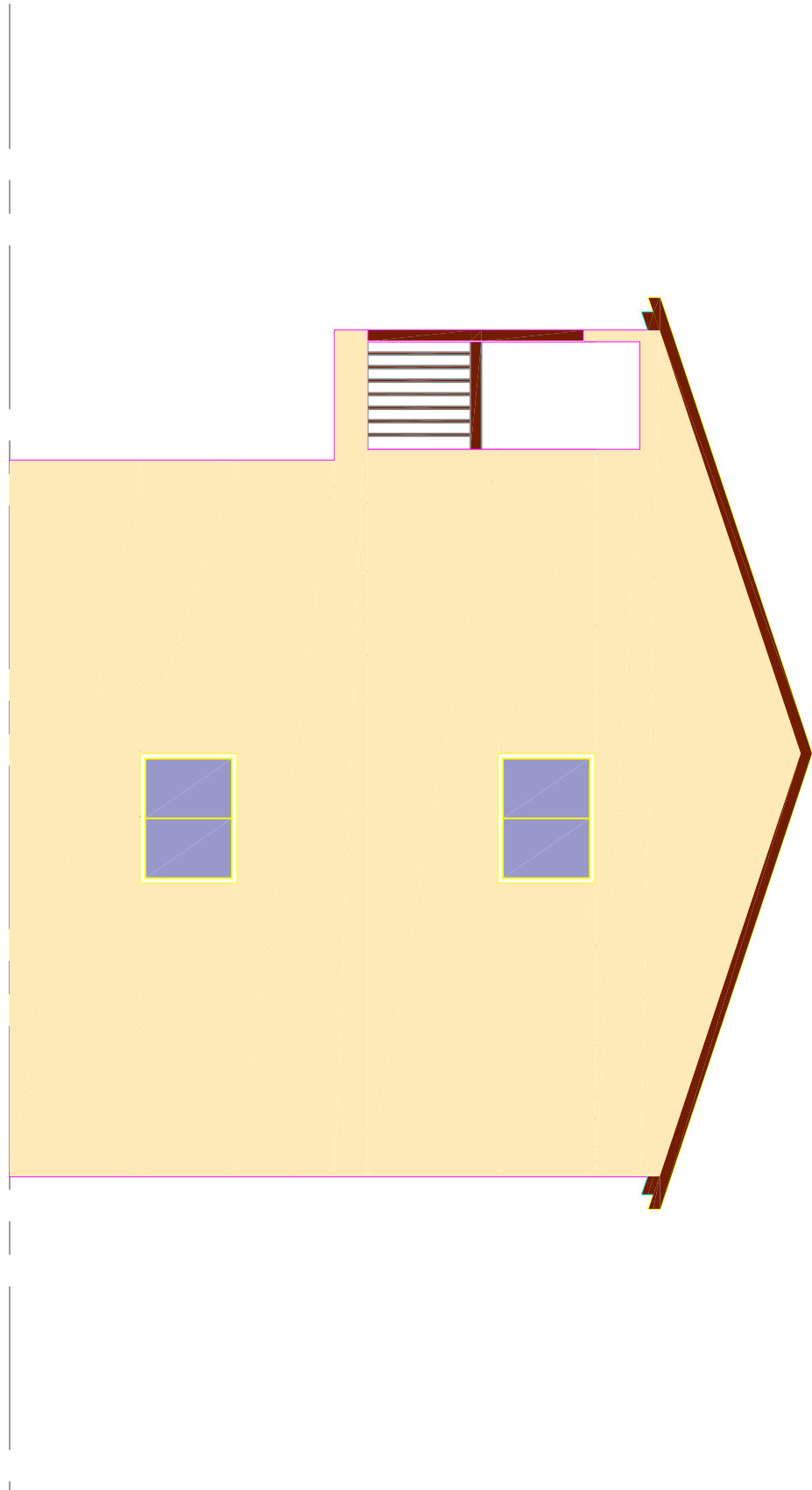
Estimator: Jerry Englehart
jerry.englehart@aggregate-us.com

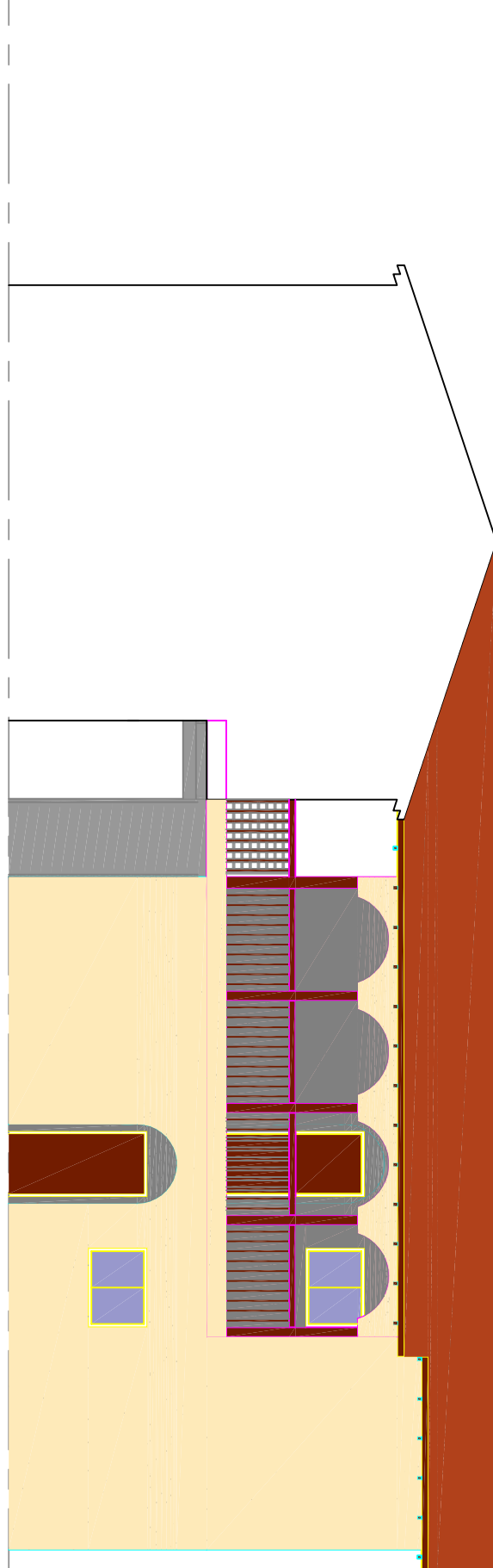


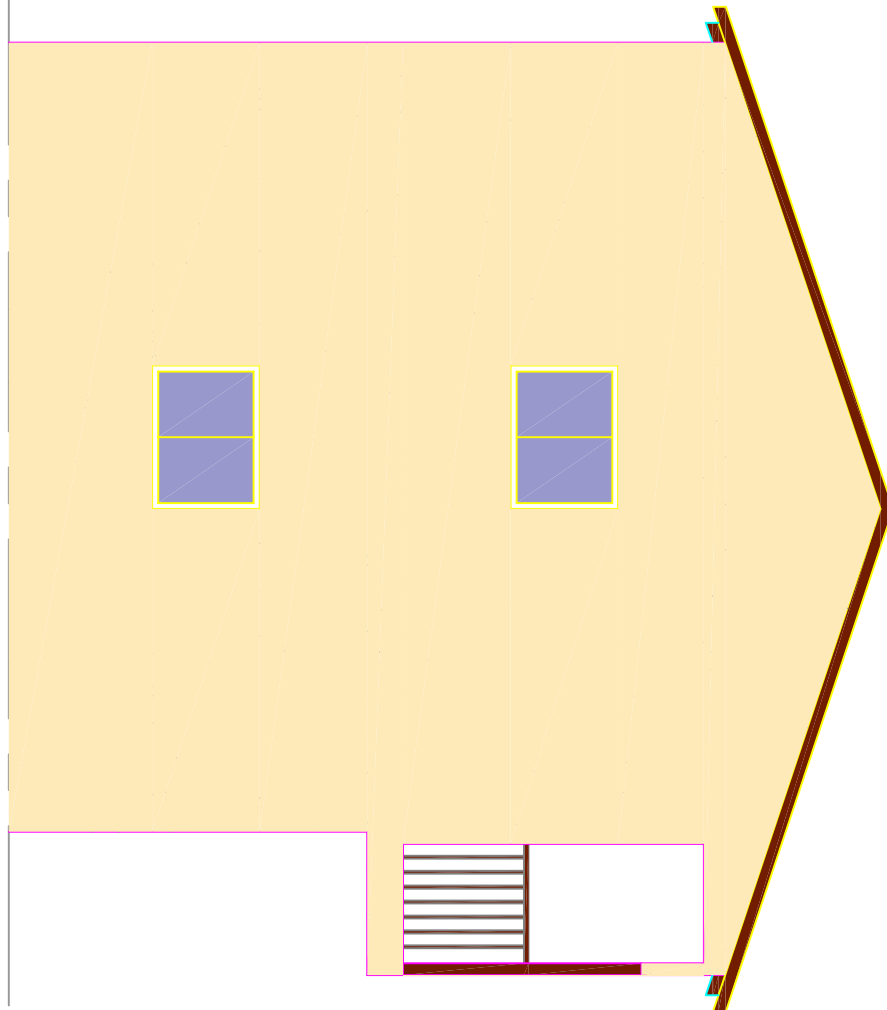


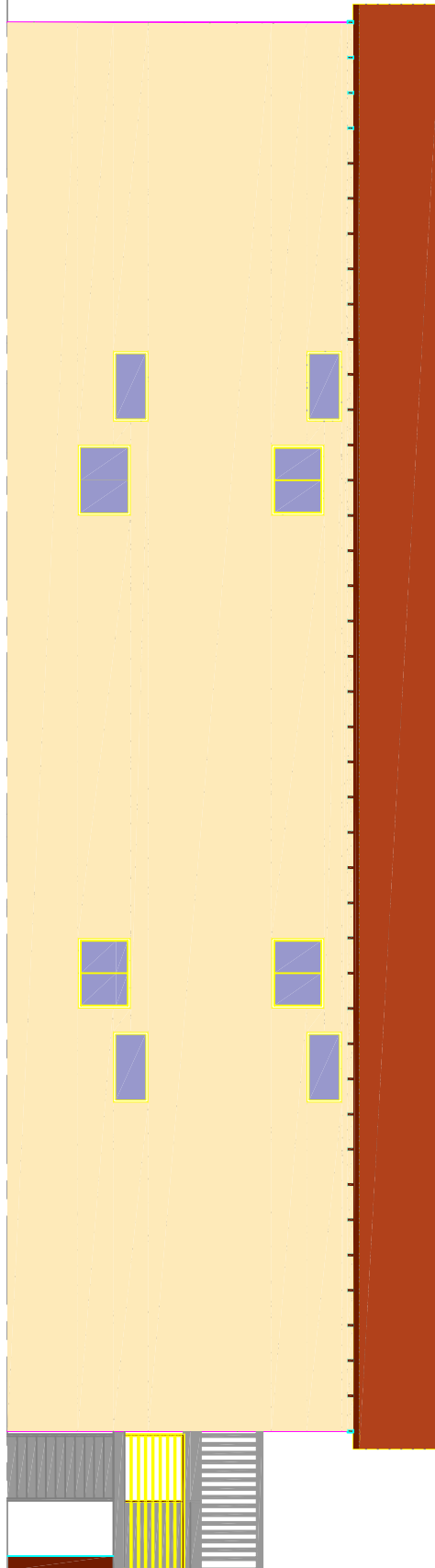


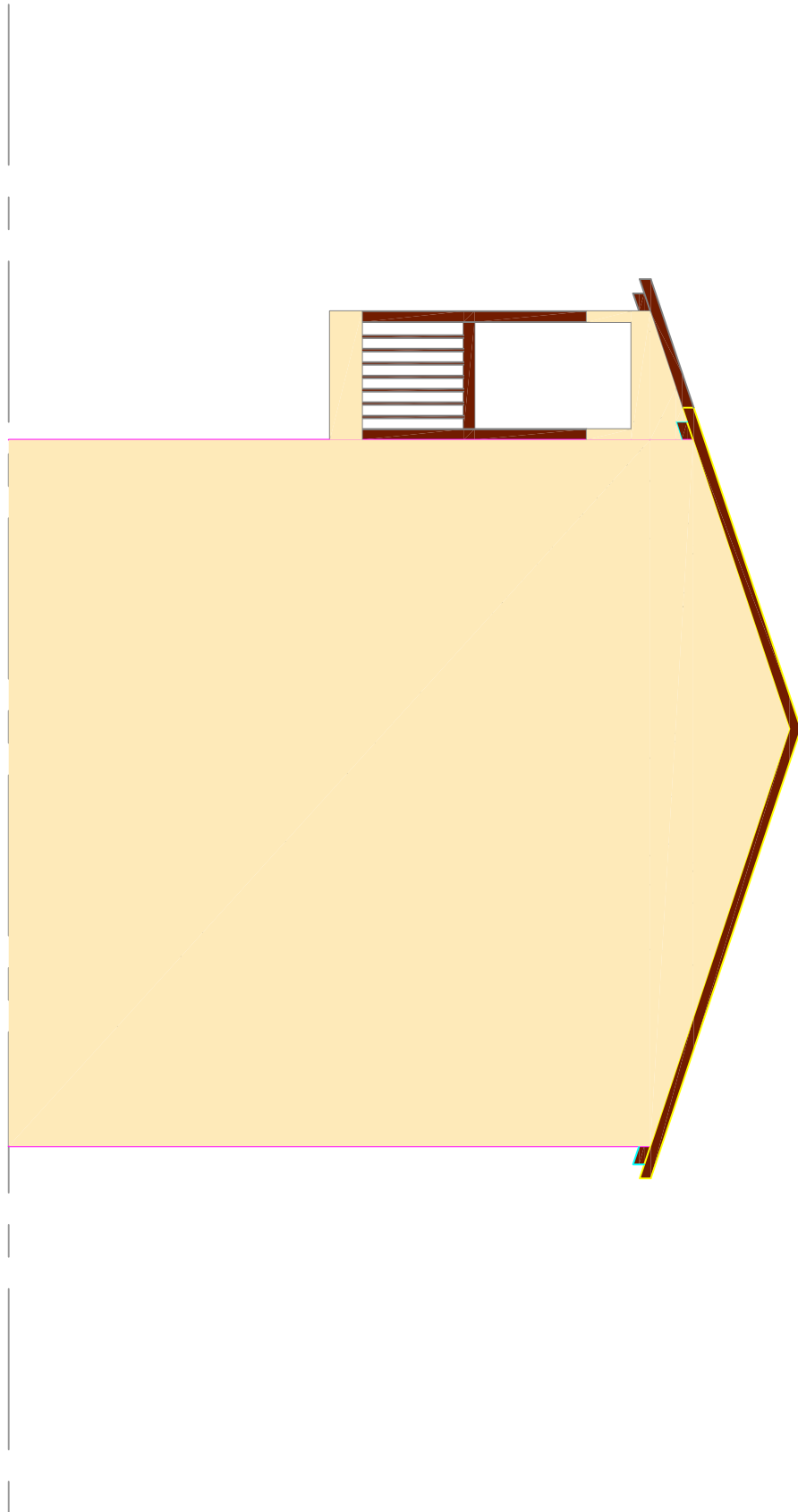


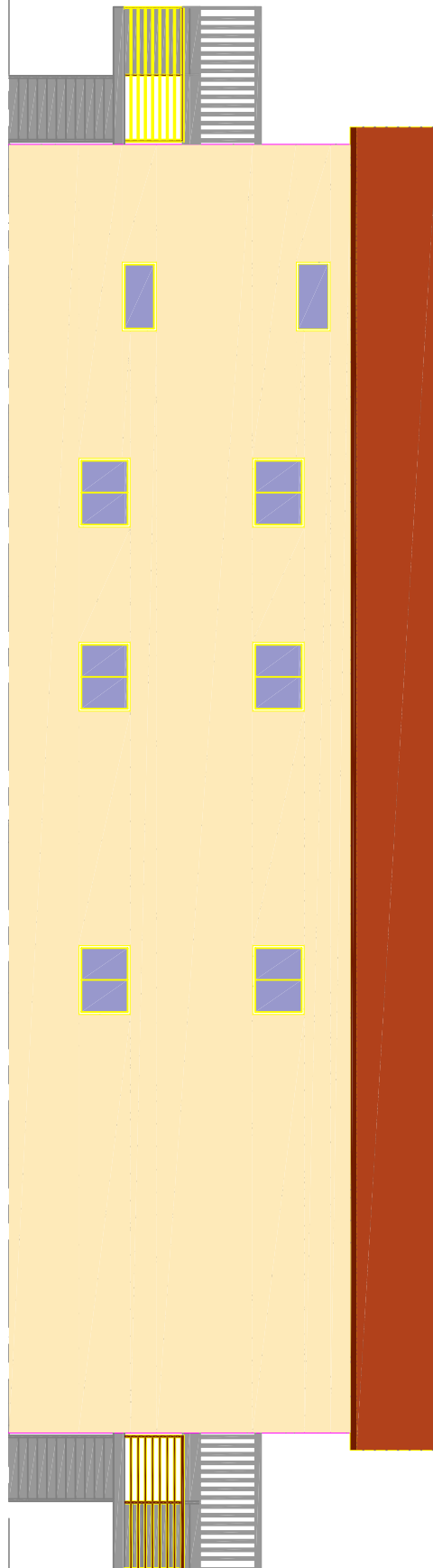


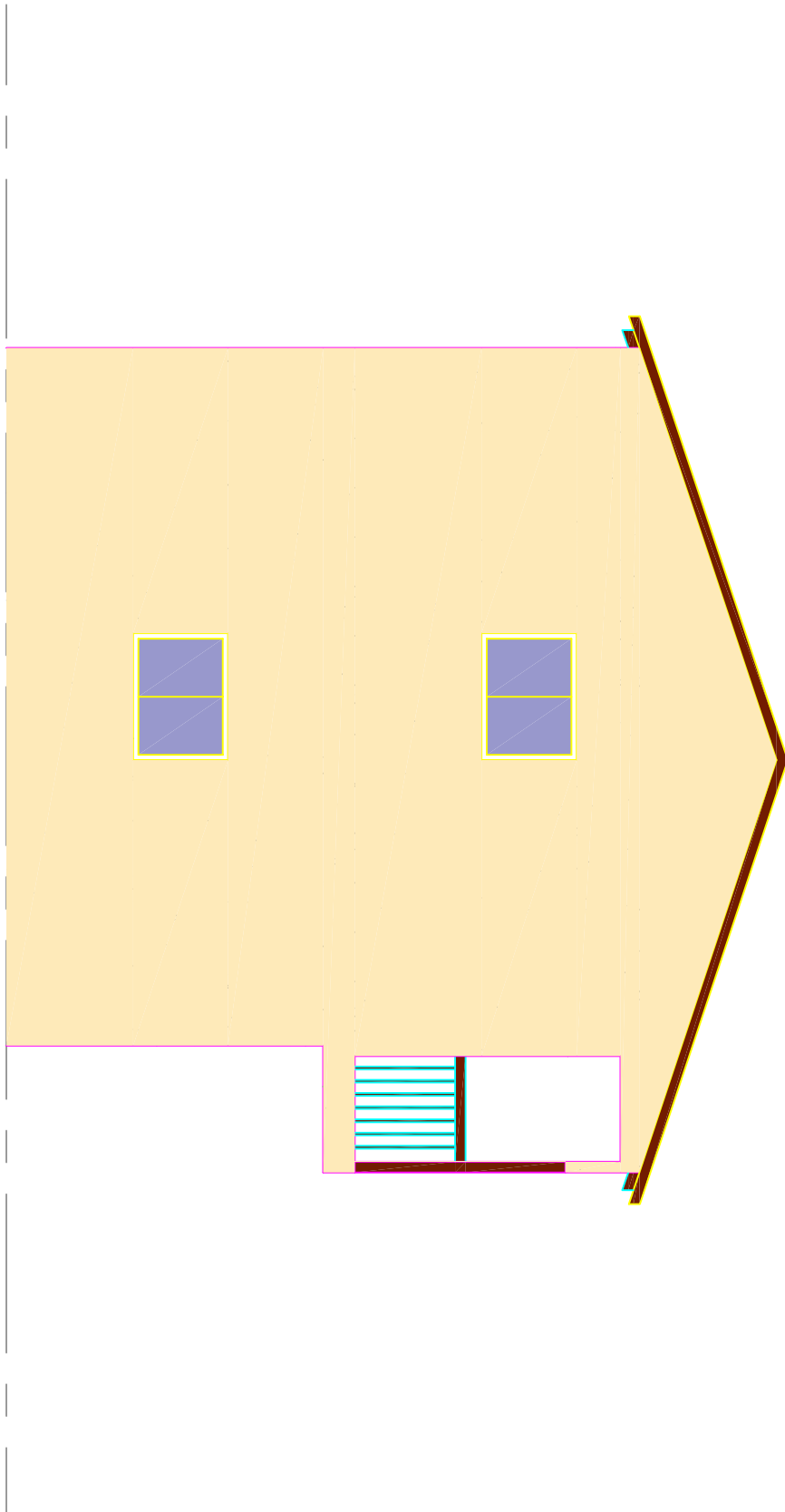


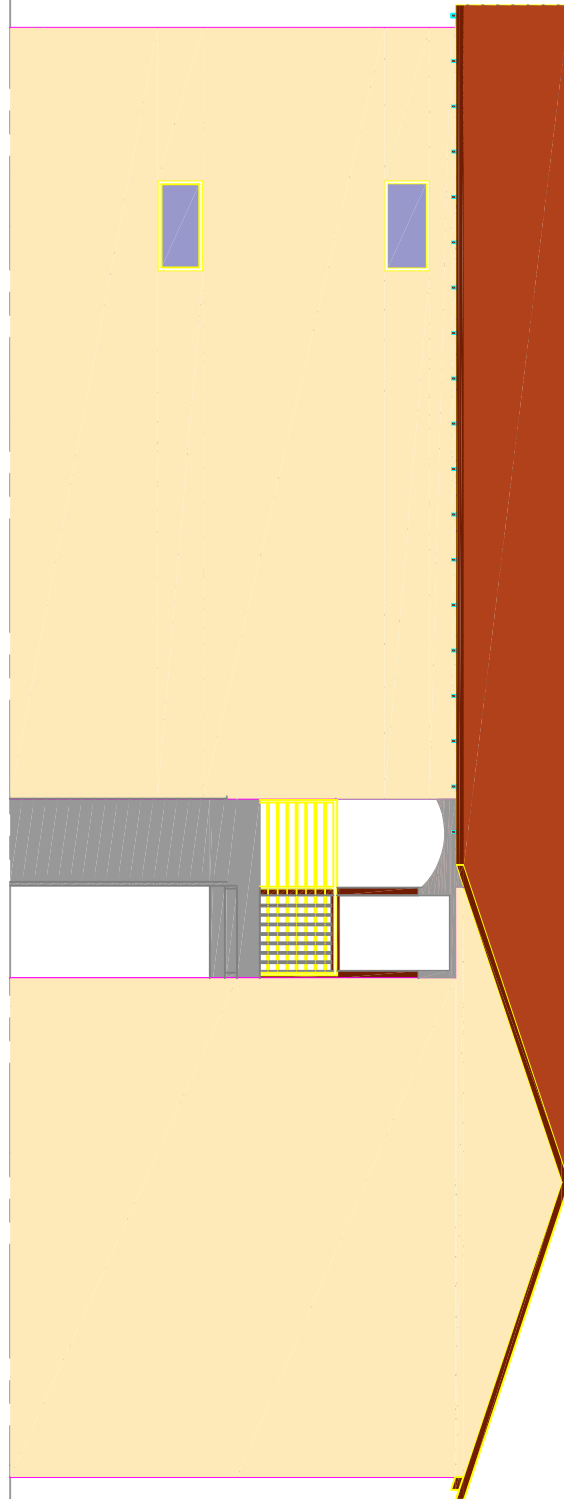


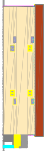
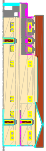
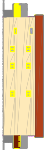
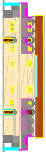
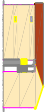


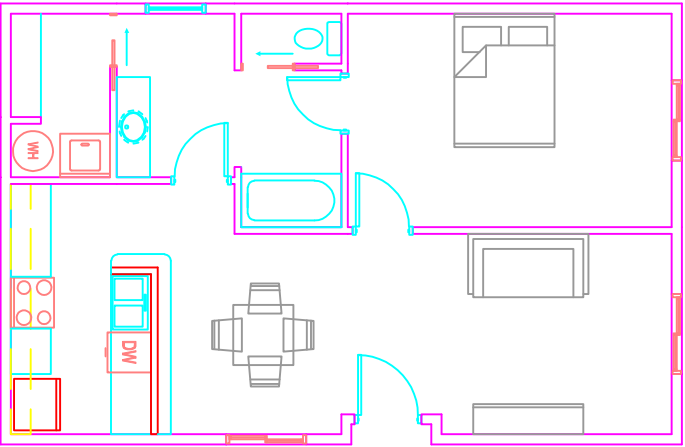








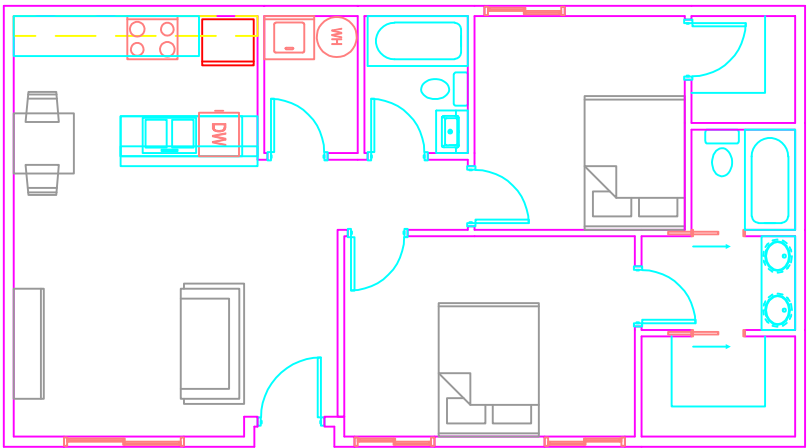




1 BEDROOM

1 BATHROOM

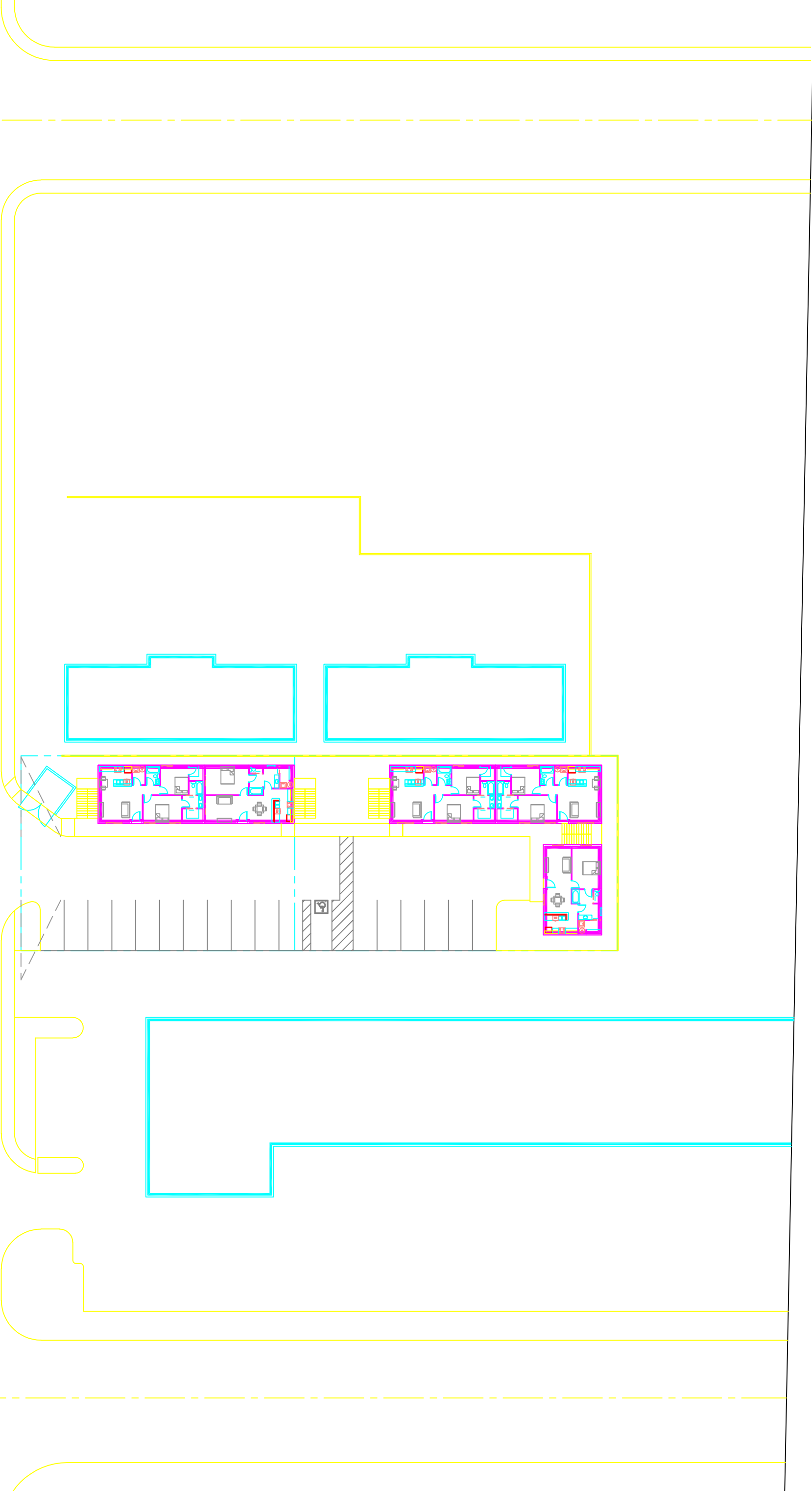
1 STORY



2 BEDROOM

2 BATHROOM

1 STORY



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AGENDA ITEM
Redevelopment Agency
Meeting Date: February 8, 2022
Submitted by: Tracy Beck
Submitting Department: City Clerk

Public Comments

Public Comment

PETITIONER: Tracy E. Beck, City Clerk **DEPARTMENT:** City Clerk

RECOMMENDATION:

Background:

Fiscal Impact: None

Budgeted Item: No

Attachments:

-



AGENDA ITEM
Redevelopment Agency
Meeting Date: February 8, 2022
Submitted by: Tracy Beck
Submitting Department: City Clerk

Adjournment

Adjournment

PETITIONER: Tracy E. Beck, City Clerk **DEPARTMENT:** City Clerk

RECOMMENDATION:

Background:

Fiscal Impact: None

Budgeted Item: No

Attachments:

-