

## **AGREEMENT TO BUILD NEW OFFICES**

This Agreement to Build Offices ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City") and Yack Construction, Inc., a Nevada corporation ("Provider").

### **WITNESSETH:**

WHEREAS, the City requires three (3) new offices to be built on the first floor of City Hall, located at 2250 Las Vegas Blvd. North, North Las Vegas, NV 89030, as more particularly described in Exhibit A ("Services"); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

### **SECTION ONE SCOPE OF SERVICES**

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

### **SECTION TWO TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect until Services are completed, inspected, and accepted by the City ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

### **SECTION THREE COMPENSATION**

Provider will provide the Services in the amount of Eighty-Six Thousand, Seven Hundred Forty-Three Dollars and 00/100 (\$86,743.07), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not to exceed amount of this Agreement is Eighty-Six Thousand, Seven Hundred Forty-Three Dollars and 07/100 (\$86,743.07). The Provider shall submit the original invoice via email to:

#### **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager or her designee, upon thirty (30) days' written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

#### **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not

intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

## **SECTION SIX INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police

Department (“Background Check”), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement.

8.3. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider’s duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider’s employees, agents or subcontractors access to the City’s personnel, data, information, personal property, or real property where such individual does not meet the City’s background and security requirements, as determined by the City in its sole discretion.

## **SECTION NINE INSURANCE**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers’ Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

9.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.6. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.6.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.6.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.6.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.6.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.6.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.6.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.6.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.6.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.6.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

9.1.7. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.8. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **SECTION TEN NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by email, personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Rosa Moreno / Buyer  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-2444

To Provider: Yack Construction, Inc.  
Attention: Brandon Yack  
4280 N. Pecos Rd.  
North Las Vegas, NV 98115  
Phone: 702-277-2021  
Email: brandony@yackconstruction.net

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

## **SECTION ELEVEN SAFETY**

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## **SECTION TWELVE ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

## **SECTION THIRTEEN MISCELLANEOUS**

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses,



including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

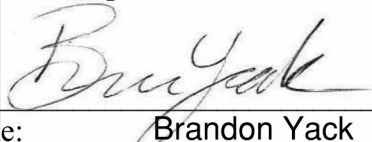
[The remainder of page is intentionally left blank. Signature page to follow.]

**IN WITNESS WHEREOF**, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,  
a Nevada municipal corporation

Yack Construction, Inc.,  
a Nevada corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By:  \_\_\_\_\_  
Name: Brandon Yack  
Title: Estimator

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Andy Moore, City Attorney

EXHIBIT A

Services

Please see the attached page(s).



NV State Contractor's License #0028092

NV State Contractor Bid Limit \$5,100,000.00

January 29, 2025  
2250 N Las Vegas Blvd  
N Las Vegas, NV 89030

Attn: Wayne Eady  
1st Floor Clerks Office

Proposal

Wayne, thank you for considering Yack Construction Inc. as a part of your construction team. We are looking forward to serving you on this next project. Please read through the information on the following pages that will cover the scope of work, exclusions and conditions and cost of the project. Always feel free to reach out with questions or concerns. Thank you for the opportunity to bid.



### Summary

CNLV has asked Yack Construction Inc. to add (3) offices inside the building department on the 1st floor. Building standard doors and frames are included and lead times will be provided upon an awarded Purchase order.

Loud work and any work requiring a system shut down, is figured for after hours or Fridays. All other work is figured for normal working hours between 6am-2:30pm Monday-Friday.

Trades included:

- HVAC
- Flooring
- Framing/Drywall/Paint/ACT
- Fire Sprinklers
- Doors
- Electrical



## Scope of Work

### Framing/Drywall/Paint/ACT

- Demo portion of ACT ceilings to allow for tie in once walls are framed
- Frame new 14' high partition walls to create (3) new offices based on CNLV provided layout
- Install new drywall over new walls
- Install new corner bead at new walls
- Texture to match existing as close as possible
- Walls to be framed 6" above the ceiling and kicked every 4' alternating
- Stud spacing to be 16" O.C.
- Wall framing to be 3 5/8" 20 ga. 1 1/4" flange track and studs
- Drywall to be 5/8" type x
- Supply and install R-11 Sound Batt insulation in new walls
- Repair/tie in existing ACT
- Grid and tile supplied by CNLV
- Paint new walls and existing walls affected by construction to nearest door jambs or corner or break in the wall
- Prime new drywall and spot prime as needed

### Flooring

- Labor to install CNLV supplied carpet tiles
- Furnish and install 2.5" wall base
- Furnish (1) pail of adhesive
- Prep floor as needed
- Demo carpet

### Fire Sprinklers

- Relocate sprinkler heads to be centered in the new offices
- All work to meet NFPA #13 (2016) and CNLV Fire Codes

### Electrical

- Add (1) power and (1) data in all new walls on interior side (data to be a box and stub up to the nearest cable tray)
- Relocate lighting in each office. Excludes supplying and installing any new lights.
- Add switches in each office
- Add additional boxes and stub ups for Fire Alarms (Fire Alarms supplied and installed by others)

### **Scope of Work Continued**

#### **HVAC**

- Relocate (1) existing step down grills into new offices
- (3) perforated return grills
- Install new R-6 flex duct to relocated grills
- Labor to install during normal business hours

#### **Doors**

- (3) ea 3070 1 3/4" Anigre prefinished doors with frames (lead time at the time of this proposal is in excess of 18 weeks to receive doors. Lead time to be confirmed upon awarded P.O.)
- (9) mpb 79 26d hinges
- (3) Schlage Lock sets
- (3) wall stops
- Temp doors provided until finish ones arrive (no finish figured)

Includes labor to remove rolling cabinets (to be discarded)

Includes labor and materials to remove and discard existing shelving/cubbies

Supervision included

Clean up to be conducted at the end of each shift

Cubicles and equipment to be relocated by others prior to work beginning

Dust control barrier included

Lifts are included

### Cost

The total cost for this project is \$86,743.07

Please see the following pages for the Exclusions and Conditions and Payment Schedule







### **Exclusions and Conditions**

- No additional work to the existing conditions of the office are figured except for what is listed in this proposal.
- No verbal agreements are binding on Yack Construction Inc..
- This proposal excludes permit fees, structural engineering and fees, architectural and fees, and associated drafting fees. They will be billed as incurred.
- Should the Customer/Owner require and itemized break down of the proposal costs for the entire project, it will be provided by Yack Construction Inc. for the rate of \$75 an hour with a 4 hour minimum.
- Yack Construction Inc. and trades contracted with Yack Construction Inc., will only come back for one round of touch ups/ punch list items relating to our collective work listed in this scope. Any other trades (not contracted with Yack Construction Inc.) are responsible for their own touch ups and punch list items. Yack Construction Inc. is not responsible for touch ups caused by other trades (not contracted with Yack Construction Inc.) to our work. Touch ups and punch list items are reserved for workmanship defects or missed items NOT existing conditions. Any items in question should be brought to the Project Manager's attention at the punch list walk or during the duration of the project.
- Final walk through is to be conducted under normal lighting conditions (i.e. no flash lights), without the use of magnification, and from a normal viewing position (39 inches or one meter from the painted surface), in accordance with the PDCA Standards (Painting and Decorating Contractors of America)
- All work to be conducted in a workman like manner and in compliance with the IBC. Yack Construction Inc. will correct any code violations to the work we are doing in this proposal should the Building Inspectors determine a violation has been made. Should the Building department/inspectors require us to bring items up to code that are not in this scope, a Change Order will be sent to the customer regarding this work. No further work will be conducted until the Change order is signed.
- If a restroom cannot be provided by the Customer/Owner for this project, Yack Construction Inc. will be required to provide a "porta potty", at the Customer's expense, charged via Change Order for the duration of the project.
- Yack Construction Inc. is not responsible for any damage that may occur to unknown existing conduits, pipes, or any lines of any sort underneath the concrete or behind the existing walls (plumbing, electrical, data, and others not listed here).
- Yack Construction Inc. shall not be liable for any special, indirect, or consequential damages arising in any manner for delays in performance of the work. No penalties shall be assessed to Yack Construction Inc. for job completion beyond the date listed above, unless an equivalent sum is guaranteed by the Customer/Owner as a bonus for each day the job is completed before the completion date shown above. If no date is given in the proposal, the date will be given once the job is scheduled.
- The Customer/Owner will need to provide Yack Construction access to the Fire Riser room and Fire Control room in the event a fire alarm or sprinkler goes off while the work is being conducted and/or provide a Point of Contact that will have access and the appropriate passwords required to shut the alarms down. Should the Customer/Owner fail to provide either one of these options to Yack Construction, Yack Construction will not accept or be held liable for any costs incurred from the Fire Department or damages from the alarms and or sprinklers. Yack Construction will still take appropriate precautions to mitigate the risk of an event of this nature happening.



### **Change Orders and Requests for Additional Work**

- Yack Construction Inc. guarantees that no change orders will be issued to the Owner unless the Owner makes/requests a change to the scope of work in this document or unless a clause listed below has been triggered. No credits or additional change orders, or work associated with these documents, will be executed or scheduled without being signed by both the Owner and Yack Construction Inc..
- Any change in the design or scope of work other than what has been proposed may result in a price change and a change order will be issued.
- Change Orders that are deductions, or credits back to the Customer/Owner, will be accounted for at the end of the project or at the invoicing of the phase/trade they apply to.
- Change Orders that are additions to the scope of work in this proposal, will be invoiced for at the next billing UNLESS they exceed a cost of \$2,500.00. At that point, payment is due within 3 business days (50% upon signing and 50% upon completion of the work listed in the Change Order) of the completed signed document (signed and dated by both parties i.e. the Customer/Owner and Yack Construction).
- Any work to be conducted that is "above and beyond" or "in addition to" this scope of work, will not be scheduled without a complete Change Order document signed by both parties (Customer/Owner and Yack Construction Inc). Yack Construction Inc. will not perform any "Time and Materials" type work.
- The Customer/Owner is to sign off on any submittal for finishes prior to install. Should the Customer/Owner not be satisfied with the color/finish selection they picked, a cost to remove and replace with a new color/finish selection will be provided to the Customer/Owner by means of a Change Order.
- The Customer/Owner understands and agrees that all communications concerning the job status, job changes, or any other issues outlined in this contract, will be only between the Customer/Owner and Yack Construction Inc.'s Supervisor and/or Project Manager for this specific job. Yack Construction Inc. will not be held liable for any discussions or agreements made between the Customer/Owner and any other parties including Yack Construction Inc. hired subcontractors, Yack Construction Inc. suppliers, or other Yack Construction Inc. employees.
- The Customer/Owner will only correspond and make requests for additional work and credits, with the Supervisor or Project Manager on site. Should the Customer/Owner make any requests for any additional work or materials or credits, from any of Yack Construction Inc.'s subcontractors, suppliers, or laborers, and bypass the Supervisor and/or Project Manager, the Customer/Owner is solely responsible for any costs that result from that request. In addition, Yack Construction Inc. will bill the Customer/Owner a penalty fee of 30% of the total cost of the job to date and payment is due in 5 business days. Yack Construction Inc. will not be responsible for any delays this may cause to the deadline of the project. If payment is not made, the project may be shutdown until the payment is made.
- Yack Construction Inc. will write up to (3) written Change Orders at no cost. Once the Customer/Owner has requested a (4th) Change Order or a change in the Scope of Work has been made by the Customer/Owner, Yack Construction Inc. will charge \$250 to write the following Change Order. The (4th) Change Order and any Change Orders to follow on after that, will not be written until that payment is made to Yack Construction Inc. Each Change Order starting from the (4th) and after the (4th) will incur the same cost to write them of \$250 each with a 4 hour minimum. Payment to write these change orders are due before Yack Construction Inc. will write the requested Change Order.
- Should Yack Construction Inc. be required to pick up and deliver or return Customer/Owner supplied materials, the Customer/Owner will be charged with a 2 hour minimum at a rate of \$75 per hour including standard mark ups. Yack Construction will not be liable for any defective or damaged material supplied by the Customer/Owner.
- Should Yack Construction Inc. be required to provide materials that the Owner was supposed to provide, the Owner agrees to pay Yack Construction Inc. the cost of the materials plus 30% via change order.
- Change orders that are additions or extra, to the scope of work in this document, may result in extending the duration of the project.
- Change orders that are credits may include a restocking fee if materials have already been ordered.
- Materials installed and labor already conducted are non refundable/creditable items.



### **Payment Schedule**

- As listed on Pg 5 of this document, the total cost of this project is \$86,743.07
- Upon receiving a Purchase Order, an invoice for 10% of the total project cost or \$1,000.00 (whichever is less) will be sent. The project will be scheduled upon payment receipt.
- A billing will be sent every 5 business days for 20% of the total project cost.
- All payments are due within 10 business days,
- Failure to make payments in a timely manner may result in the project being shut down or additional projects placed on hold until payments are caught up.
- Accepted payment methods are as follows: cashier's checks, money orders, cash (at Yack Construction Inc.'s discretion), Visa/MasterCard/Discover card with a 2.5% bank surcharge on all card transactions.

I have read and understand this contract. Any parts I did not understand were explained to me by a representative of Yack Construction, Inc..

\_\_\_\_\_  
Customer/Owner Print

\_\_\_\_\_  
Yack Construction Representative

\_\_\_\_\_  
Customer/Owner Signature

\_\_\_\_\_  
Yack Construction Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# BUSINESS LICENSE

City of North Las Vegas  
2250 Las Vegas Blvd. North, Suite 110  
North Las Vegas, NV 89030

Mailing Address:

**YACK CONSTRUCTION, INC.  
4280 N PECOS RD  
LAS VEGAS, NV 89115-0170**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BL68219** Expiration Date: **04/30/2025**

License Type: **CONTRACTOR**

Classification: **CONTRACTOR**

Business Location: **YACK CONSTRUCTION, INC.  
4280 N PECOS RD  
NORTH LAS VEGAS, NV 89115**

Owner/Principal(s): **YACK CONSTRUCTION, INC.**

**CITY OF  
NORTH LAS VEGAS**

  
\_\_\_\_\_  
Alfredo Mefesio  
Director of Land Development &  
Community Services

**This license is not transferable  
POST IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2024

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).

<b>PRODUCER</b> Leavitt Insurance Agency 7881 W. Charleston Blvd. Suite 140 Las Vegas NV 89117	<b>CONTACT NAME:</b> Angelina Jensen <b>PHONE (A/C, No, Ext):</b> (702)382-4010 <b>FAX (A/C, No):</b> (702)947-4010 <b>E-MAIL ADDRESS:</b> LIAcert@leavitt.com														
<b>INSURED</b> Yack Construction, Inc. 4280 N. Pecos Road Las Vegas NV 89115	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Accelerant Specialty Insurance Company</td><td>16890</td></tr><tr><td>INSURER B: Rock Ridge Insurance Company</td><td>11089</td></tr><tr><td>INSURER C: CopperPoint National Insurance Company</td><td>13929</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></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Accelerant Specialty Insurance Company	16890	INSURER B: Rock Ridge Insurance Company	11089	INSURER C: CopperPoint National Insurance Company	13929	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:**24/25 Master**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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	DACP000043200	7/27/2024	7/27/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	BW92STR240036500	7/26/2024	7/26/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			DACPX000005600	7/27/2024	7/27/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	1030356	4/1/2024	4/1/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	<b>Contractors Pollution Liability</b>			DACP000043200	7/27/2024	7/27/2025	<table><tr><td>Per Occurrence</td><td>1,000,000</td></tr></table>	Per Occurrence	1,000,000												
Per Occurrence	1,000,000																				

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

Re: Contracted Operations.

\*\*\*See Notes\*\*\*

Coverage subject to policy terms, conditions, limitations, and exclusions.

**CERTIFICATE HOLDER**

mcgregorl@cityofnorthlasvegas

City of North Las Vegas  
2250 Las Vegas Blvd, North  
North Las Vegas, NV 89030

**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

Jeric Leavitt/ANJENS

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ACORD 25 (2014/01)

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INS025 (201401)



## COMMENTS/REMARKS

Re: Contracted Operations.

City of North Las Vegas is an Additional Insured for per form CG2010 0413 with regard to General Liability.

City of North Las Vegas has Primary and Non-Contributory per form DACP0209 1123 with regard to General Liability.

City of North Las Vegas has Waiver of Subrogation per form CG2404 1219 with regard to General Liability.

City of North Las Vegas is an Additional Insured per form CA2048 1013 (Forthcoming from carrier) with regard to Auto Liability.

City of North Las Vegas has Primary and Non-Contributory per form CA0449 1116 (Forthcoming from carrier) with regard to Auto Liability.

City of North Las Vegas has Waiver of Subrogation per form CA0444 1013 (Forthcoming from carrier) with regard to Auto Liability.

City of North Las Vegas has Waiver of Subrogation per form WC000313 0484 with regard to Workers Compensation.

Excess Liability Follows form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY/NON-CONTRIBUTORY COVERAGE NAMED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PRIMARY/NON-CONTRIBUTORY** – If required by written contract or agreement, effective prior to the date your operations for that person or organization commenced and named below, such insurance as is afforded by this policy to any additional insureds under this policy shall be primary insurance, and any insurance or self-insurance maintained by such additional insured(s) shall not contribute to the insurance afforded to the named insured.

All other terms and conditions remain unchanged.

### **SCHEDULE**

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.</p> <p>In respect to any location where the named insured is performing "your work".</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

	Schedule
State	Blanket/Schedule/State
NV	BLANKET

**Blanket Waiver:** Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
This document may have been uploaded to the CopperPoint Portal.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 04/01/2024	Policy No. 1030356	Endorsement No. 2
Insured Yack Construction Inc		Premium \$
Insurance Company CopperPoint National Insurance Company	Countersigned by	