

Nevada Commission on Ethics  
**REQUEST FOR OPINION**

No. 10-95

**NEVADA COMMISSION ON ETHICS**  
**REQUEST FOR OPINION**  
**(ETHICS COMPLAINT)**

NRS 281A.440.2

Please print or complete online.

RECEIVED

NOV 16 2010

COMMISSION  
 ON ETHICS

1. Provide the name, title, public agency, address, and telephone number for the public officer or employee you allege violated the Nevada Ethics in Government Law, NRS 281A. (If more than one public officer or employee is alleged to have violated the law, use a separate form for each individual.)

Name & Title:	Carl Rowe		
Public Agency:	Southern Nevada Regional Housing Authority Board		
Address:	340 N. 11th Street Suite 150,		
City, State, Zip:	Las Vegas, NV 89101	Telephone:	(702) 649-2451

2. Describe in specific detail the conduct of the public officer or employee identified above that you allege violated the provision(s) of chapter 281A of NRS. (You must include specific facts and circumstances to support your allegations – including dates, times, places, and the name and position of each person involved.)

Check here  if additional pages are attached.

Systematic and deliberate failure to comply with the Americans with Disabilities Act of 1990, Nevada public construction procurement regulations, prevailing wage laws, bid rigging, and other illegal activities associated with construction. During a public hearing on or about August 19, 2010 it was publicly known that this board deliberately entered into an illegal contract in furtherance of a 35 year long deliberate series of violations of the Americans with Disabilities Act (ADA) and prior legislation related to persons with disabilities (including but not limited to Section 504 of the Rehabilitation Act of 1973). And other activities enumerated in the attached 4 page letter and attachments. <b>Rowe's involvement in repressing reports of illegal activities of the agency and staff that he was supervising          has an obvious pecuniary relationship to his employment as SNRHA. Although Rowe is apparently not a          voting member of the board or is a member who chooses never to vote he is still a member according to          their public information(letterhead) and therefore may have violated NRS 281A.420 in an attempt to save          his job.</b>
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3. Identify all persons who might have knowledge of the facts and circumstances you have described, as well as the nature of the testimony the person will provide. Include the address and telephone number for each person.

Check here  if additional pages are attached.

Name & Title:	Carl Rowe		
Address:	340 N. 11th Street Suite 150,	Telephone:	(702) 649-2451
City, State, Zip:	Las Vegas, NV 89101		
Nature of Testimony:	Public records and audio recordings of SNRHA Board meetings. See attachments.		

4. Attach two copies of all documents or items you believe provide credible evidence to support your allegations. NRS 281A.440.2(b)(1) requires you to submit all related evidence to support your allegations. NAC 281A.435.3 defines credible evidence as a minimal level of any reliable and competent form of proof provided by witnesses, records, documents, exhibits, minutes, agendas, videotapes, photographs, concrete objects, or other similar items that would reasonably support the allegations made within the complaint. Credible evidence does not include a newspaper article or other media report if the article or report is offered by itself.

State the total number of additional pages attached (including evidence) 66.

**REQUESTOR'S INFORMATION:**

NAME: Rick Kuhlmeiy	E-MAIL: Not available
ADDRESS: 3104 Demetrius Avenue	
CITY, STATE, ZIP: Las Vegas, NV 89101	
TELEPHONE (702) 642-5856	CELL PHONE: None

By my signature below, I do affirm that the facts set forth in the foregoing complaint and attachments thereto are true and correct to the best of my knowledge and belief and I am willing to provide sworn testimony if necessary regarding these allegations.

  
Signature \_\_\_\_\_  
Print Name: Rick Kuhlmeiy

10/14/2010  
Date \_\_\_\_\_

**Please return an original signed form, two copies of the form, and three copies of the supporting documents and evidence to:**

**Executive Director  
Nevada Commission on Ethics  
704 W. Nye Lane, Suite 204  
Carson City, Nevada 89703**

Ethics complaints submitted by facsimile will not be considered as properly filed with the Commission.  
NAC 281A.255.3

October 14, 2010

State of Nevada Commission on Ethics  
704 W. Nye Lane, Suite 204  
Carson City, NV 89703  
Phone: (775) 687-5469

Via: Certified Mail

Dear Sirs,

Please investigate the following complaint regarding the failure of the Southern Nevada Regional Housing Authority (SNRHA) Board of Directors in attendance during the August 2010 board meeting.

Names as follows: Dora LaGrande, Brenda Williams, Fr. Dave Casaleggo, Debbie Patton, Richard Sadler, Sondra Armstrong, Carl Rowe. Haywood Carter is excluded as he was the person replaced as noted below.

I request investigation of the following activities which I believe to be illegal and the Board's involvement. During a public hearing on or about August 19, 2010 it was publicly known that this board deliberately entered into an illegal contract in furtherance of a 35 year long deliberate series of violations of the Americans with Disabilities Act (ADA) and prior legislation related to persons with disabilities (including but not limited to Section 504 of the Rehabilitation Act of 1973). Herein after referred to as "ADA/504." I request that you investigate violations of all laws broken in furtherance of this board and it's processors violations of the ADA. Investigate all acts related to and including the following:

1. According to public records of the board meeting including audio recordings, minutes and letters on file with SNRHA the board received a bid protest and complaint from M C Mojave Construction. The complaint identified illegal activities of SNRHA staff. The board's consultant publicly reported said activities and was admonished by the board for reporting the same. The board president then asked Carl Rowe, the SNRHA Executive Director for an opinion as to if the activities were illegal. The board was well aware that Rowe is not an attorney. Rowe offered a legal opinion. The board then asked it's attorney, but not for an opinion of the allegations legality. The

- attorney then reported that the SNRHA consultant had no standing. This publicly made it apparent that the allegations of Mojave and the consultant were in fact correct about the illegality and that the board searched for an uninformed opinion to act on while not asking it's attorney if the actions were illegal. This was on top of having been presented Mojave's letter in evidence that they were acting illegally.
2. SNRHA Board did make up a new illegal process to avoid having a professional consultant qualified to make sure that the project would be constructed in compliance with ADA/504. This is part of a pattern of deliberate refusal to comply with both the ADA and two Voluntary Compliance Agreements (VCAS) with The US Department of Housing And Urban Development (HUD).
    - a. Violations of the law are particularly enumerated in the Mojave letters attached. Those claims are reiterated herein by reference.
    - b. In addition to the violations mentioned in the Mojave complaints the SNRHA violated the open meeting and public records laws by refusing to disclose the bids both to the bidders and to the Las Vegas Tribune and the public via news reporters. This board failed to enforce those requirements.
    - c. SNRHA Board deliberately violated Nevada Davis Bacon Wage requirements
    - d. SNRHA Board violated bidding regulations by following neither the NRS procurement regulations for design, bid, build method nor the requirements for design-build method as further detailed in the Mojave complaints.
    - e. SNRHA Board deliberately refused to investigate complaints by asking their attorney if the complaints were valid.
  3. SNRHA Board deliberately violated the terms of the VCAS in not complying with the time schedule for completion of the remediation work for person with disabilities related to the VCAS.
  4. SNRHA Board removed the disabled person who was required to be representing persons with disabilities on the board and replaced that person with a person without disabilities of the kind that SNRHA was required to modify its behavior towards by HUD in the VCA.
  5. In furtherance of its plan to violate ADA/504 the SNRHA board failed to direct that the audio recordings of board meetings be made available to the Las Vegas Tribune and the public via news reporters.
  6. SNRHA Board deliberately promoted and/or congratulated staff who deliberately refused to comply with ADA/504 and the board failed to

- exercise its fiduciary responsibility in overseeing staff and SNRHA to comply with the law and the VCAS. Reference the Boards comments during the September Board meeting regarding VCA reporting. Reference status and titles of staff mentioned in the Tribune reports.
7. SNRHA Board deliberately promoted and/or congratulated staff who deliberately refused to comply with NRS procurement requirements for contractors and prevailing wage laws. Reference the Boards comments during the August Board meeting. Reference status and titles of staff mentioned in the Tribune reports.
  8. SNRHA publicly admonished a member of the public or an SNRHA consultant for reporting the illegal activities of SNRHA staff and SNRHA.
  9. SNRHA Board supervised design and management of construction projects in violation of the Nevada laws regulating the practice of architecture and interior design as enumerated in the Tribune articles attached.
  10. SNRHA Board member Sadler may have retaliated against Mojave for his complaint as reported in the Tribune.
  11. SNRHA Board directed that architect selection be done disregarding the VCA requirement that future work be done in compliance. Staff was directed to tell architects not to hire a ADA/504 consultant and criteria was created to exclude architects experienced in ADA/504 criteria. The two firms selected for open ended miscellaneous work were both responsible for incorrectly built projects. The top firm selected refused to correct drawings for ADA/504 compliance during 2009 while under contract with the county housing authority. The selected architect just completed a project for landscape work at Espinoza and refused to correct ADA/504 violations related to that work. The board directed that architect and engineer contracts be awarded deliberately disregarding ADA/504 compliance.
  12. SNRHA board has not complied with the provisions of the two VCA's entered into by the former housing authorities and does not track compliance or same.
  13. The SNRHA Board allows the SNRHA to conduct its activities in general disregard of the laws of the United States of America and the State of Nevada.
  14. The SNRHA Board violated the civil liberties of persons with disabilities who were not placed in properties designed and built for their use or failing to be properly built for their use and those persons

who requested and did not receive "Reasonable accommodations" as noted in the Tribune article.

Submission of evidence:

I ask that investigators interview all of the participants of the item 7B on the August SNRHA Board agenda and all those who spoke or were addressed by the board both on that item and mentioning that item later during the same meeting. I request that you interview all of the participants in the SNRHA board discussion with staff regarding the false recording of reports related to ADA/507 during the September board meeting. I request that you review the television interview on channel 13 website related to SNRHA ADA/504 and interview SNRHA staff appearing in the news story about all matters mentioned in this letter. I submit as evidence by reference the bids that SNRHA refused to disclose to the Tribune and the Audio Recordings of the August and September Board meetings. I submit as evidence any information cited as evidence in the attached Tribune Stories and any laws mentioned therein. I submit the MC Mojave letters received by the board. I submit copies of the two VCAS with HUD as evidence. I submit the records and minutes of the board meetings including those related to the departure of Haywood Carter and being replaced by Ida Ladmirault including photographs taken at Haywood's departure ceremony. Include architect and engineer selection criteria distributed by SNRHA Amparo Gamazo and selection process notifications by Gamazzo, Carl Rowe or Wanda Beckett.

The following are in the possession of HUD and or SNRHA: I submit the contracts and agreements between SNRHA and its consultants and the predecessor organizations and their consultants as relates to ADA/504. I submit the findings of the HUD audit or investigation of SNRHAS compliance with the VCAS that took place during 2010. I submit the consultant bidding documents for the hiring of the ADA consultant by the former County Housing Authority mentioned in the Tribune account and emails related to the situation. I submit as evidence all emails within the date range of 7/01/2010 – 9/01/2010 into or out of the housing authority that include and of the words "VCA", "Suzanne", "Thomas", "Reasonable Accommodation", "Bid Rigging", "Ramp" "Grab Bar" "Audit", "Yvonne", "Gates", "Investigation" or "Handicap" or words including those words as the base word. I include the binder held up by the board during the discussion of improper reporting at the September board meeting. I include

the correspondence between the former authorities and HUD where the former authorities tried to nullify the VCAS. That correspondence occurred during September through December 2010.

Having read the guidelines of the Ethics Commission I am mindful of the idea that this complaint does not rely upon the Tribune articles to make its case. However the articles are a road map to the problematic activities. Therefore, they are submitted to the investigators. The audio recordings of the board meetings, bids and the Mojave complaints are sufficient to prove the case. Other items referenced here as evidence make further cases of impropriety. The articles simply detail the circumstances and relationships of the other pieces of evidence so that the investigators will know where to look and what evidence is there. They are supplementary to the case and do not completely explain this complaint.

I request that you provide a reasonable accommodation in sending any correspondence to me in at least 14 point type or larger and non-serif font.

Very Truly Yours,

A handwritten signature in cursive script that reads "Rick Kuhlmeier".

Rick Kuhlmeier  
3104 Demetrius Avenue  
Las Vegas, NV 89101  
(702) 642-5856

08/04/2010

### Bid Protest

Board of Directors of SNRHA  
340 N. 11<sup>th</sup> Street, Suite 150  
Las Vegas, Nevada 89101

VIA: Fax & US Mail (702) 922-6080

Dear Board,

I have been bidding and constructing your jobs for many years. I have spoken to Mr. Ted Otokiti, your project manager, on many occasions regarding the improper way that he is running this and many others of your jobs. It seems like he has no expectation of following industry standard rules. Of all the jobs that I have ever bid this one was the worst. So I now believe it is time to do something and complain. I realize that being the worst is not a reason why you should void the bid. I know that something is wrong with your bid process because I know that my bid contains what you actually want and I know what it actually costs. The bid document contained over 390 pages of conflicting information that we were told was a design-build job. It was very unprofessionally prepared by your representative Mr. Ted Otokiti. There were no architectural drawings. A book and many conflicting specifications were included. Again this is not a reason for rebidding. **Your representative Mr. Ted Otokiti has flagrantly violated the law.**

Below are official reasons why you should rebid this contract. There is a lot more. This should be enough to cause this bid to be voided.

1. The Nevada Law specifically calls out what you can do and cannot do when bidding public works. Ted & SNRHA have broken the law many ways. The governing law is NRS 338. 338 doesn't provide for many inventive ways to do bidding. It specifically says how you are allowed to do bidding. Because Ted has chosen to label this bid a "Design-Build" the section that applies is the section **NRS 338.1717 – 338.1727. Reading those regulations you will see that SNRHA has pretty much broken them all.** Here are some important examples.
  - a. There are very specific requirements making it necessary that you advertise. NRS 338.1723 Advertisement for preliminary proposals. Ted did not follow them.

*1. A public body shall advertise for preliminary proposals for the design and construction of a public work by a design-build team in a newspaper qualified pursuant to chapter 238 of NRS that is published in the county where the public work will be performed. If no qualified newspaper is published in the county where the public work will be performed, the required advertisement must be published in some qualified newspaper that is printed in the State of Nevada and has a general circulation in the county.*

*2. A request for preliminary proposals published pursuant to subsection 1 must include, without limitation:*

- (a) A description of the public work to be designed and constructed;
- (b) An estimate of the cost to design and construct the public work;
- (c) The dates on which it is anticipated that the separate phases of the design and construction of the public work will begin and end;
- (d) The date by which preliminary proposals must be submitted to the public body;
- (e) If the proposal is for a public work of the State, a statement setting forth that the prime contractor must be qualified to bid on a public work of the State pursuant to NRS 338.1379 before submitting a preliminary proposal;
- (f) A description of the extent to which designs must be completed for both preliminary and final proposals and any other requirements for the design and construction of the public work that the public body determines to be necessary;
- (g) A list of the requirements set forth in NRS 338.1721;
- (h) A list of the factors and relative weight assigned to each factor that the public body will use to evaluate design-build teams who submit a proposal for the public work;
- (i) Notice that a design-build team desiring to submit a proposal for the public work must include with its proposal the information used by the public body to determine finalists among the design-build teams submitting proposals pursuant to subsection 2 of NRS 338.1725 and a description of that information; and
- (j) A statement as to whether a design-build team that is selected as a finalist pursuant to NRS 338.1725 but is not awarded the design-build contract pursuant to NRS 338.1727 will be partially reimbursed for the cost of preparing a final proposal and, if so, an estimate of the amount of the partial reimbursement.

- b. Items required in the advertisement were never provided to the contractors. 338.1723 items 2 Ted never provided a cost estimate (b) or (f) what if any drawings or information is required or (h) how the grading of proposals will be done.
- c. There is a very specific process for selecting the design build team. Ted did not follow those rules either. Those rules make it a two step process involving a preliminary and final submittal. This is the first step. SNRHA broke the law in ignoring this step. Of course SNRHA did not do the steps that followed this one and broke those regulations too.

*NRS 338.1725 Selection of finalists based on preliminary proposals; availability to public of results of evaluations of preliminary proposals and rankings of design-build teams.*

1. The public body shall select at least two but not more than four finalists from among the design-build teams that submitted preliminary proposals. If the public body does not receive at least two preliminary proposals from design-build teams that the public body determines to be qualified pursuant to this section and NRS 338.1721, the public body may not contract with a design-build team for the design and construction of the public work.

2. The public body shall select finalists pursuant to subsection 1 by:

(a) Verifying that each design-build team which submitted a preliminary proposal satisfies the requirements of NRS 338.1721; and

(b) Conducting an evaluation of the qualifications of each design-build team that submitted a preliminary proposal, including, without limitation, an evaluation of:

- (1) The professional qualifications and experience of the members of the design-build team;
- (2) The performance history of the members of the design-build team concerning other recent, similar projects completed by those members, if any;
- (3) The safety programs established and the safety records accumulated by the members of the design-build team; and

(4) The proposed plan of the design-build team to manage the design and construction of the public work that sets forth in detail the ability of the design-build team to design and construct the public work.

3. After the selection of finalists pursuant to this section, the public body shall make available to the public the results of the evaluations of preliminary proposals conducted pursuant to paragraph (b) of subsection 2 and the rankings of the design-build teams who submitted preliminary proposals.

2. Selection of finalists is supposed to be by ranking the competitors for performance history and professional qualifications according to the law above. SNRHA refused to tell who the team members were when the proposals were opened. It was obvious that there were no architects and some subcontractors missing from the team listings when the bids were opened. I have never been at a bid opening where the government refused to tell what subcontractors were on each bid. Why was this request refused? The subcontractors list and disclosure of ownership forms were required. They become public information when the bids are opened. I noticed that some contractors had a big thick package and others very little. Were the bid packages also incomplete?

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(1) The professional qualifications and experience of the members of the design-build team;

(2) The performance history of the members of the design-build team concerning other recent, similar projects completed by those members, if any;

(3) The safety programs established and the safety records accumulated by the members of the design-build team; and

(4) The proposed plan of the design-build team to manage the design and construction of the public work that sets forth in detail the ability of the design-build team to design and construct the public work.

3. After the selection of finalists pursuant to this section, the public body shall make available to the public the results of the evaluations of preliminary proposals conducted pursuant to paragraph (b) of subsection 2 and the rankings of the design-build teams who submitted preliminary proposals.

3. How does SNRHA have an exemption from Davis Bacon Wages on a half million dollar job? I know of no exemption in the state law. Here are the exemptions. SNRHA is breaking this law. There is one entire page that said that this is not Davis Bacon

*NRS 338.070 Investigations of violations by public bodies; withholding of certain sums by public bodies and contractors; maintenance and inspection of records regarding employees; penalty for noncompliance.*

1. Any public body awarding a contract shall:

(a) Investigate possible violations of the provisions of NRS 338.010 to 338.090, inclusive, committed in the course of the execution of the contract, and determine whether a violation has been committed and inform the Labor Commissioner of any such violations; and

4. While I have been bidding many jobs for many years this is the worst bid set that I have ever seen. Regardless of Design-Build or not there are many conflicts and many missing parts of information making it impossible for contractors who have not built this work in the past to know what to bid or what to do. The bid sets were simply not competently prepared. An example is that one section calls for a specific model of appliance and then it says to use ADA compliant appliances. The one specified is not ADA compliant. So what do I bid? The instructions to bidders was written for a design then bid then build job. It says nothing about how design-build is going to work. The bid package is full of conflicts because SNRHA took bid sets from it's energy consultant, ADA consultant and internal repair lists and put them together without coordinating them.

In prebid walk throughs on previous jobs Ted wants to orally change what is in the bid. While we walk through the subcontractor sometimes don't understand him and he frequently says things that are conflicting. When I explain that he and your consultants should make some effort to coordinate the bid documents and make sure that everyone is told the same bid information he tells me he is too busy and that the reason for a walk through is to change things orally. A walk through is not the time to fix a messed up bid document set.

5. I sent Ted the Request For Information forms that SNRHA always allows to ask questions to find out what to bid and he never answered. When Ted sent out the prebid meeting minutes very late the minutes said that he would end the opportunity to submit RFI's 5 days before we received the minutes that told us this news. I can see that he thinks that he is saving himself time. But that doesn't make the process proper. There were no replies to any RFI's on this bid.
6. During the walk through, which was not mandatory, Ted told some of the contractors that they had to submit sketches of their solution with their bid. That requirement was not in the minutes. So some contractors did submit them and others didn't. That raised the cost of some contractors above others. Isn't illegal to provide information / requirements to some contractors and not others? Yes it is.

I was one of the higher bidders on this job because I hired the ADA consultant that you use to get your houses to pass inspection from HUB. Contractors who do not know how this works would not know that requirement existed until their house fails in a HUD inspection. The other person I had in my bid was your usual architect who apparently is the only one qualified. This was for the same reason. I told my electrician to add the cost of raising up most of the electrical outlets in the houses because I know that from past experience. But your low bidder did not get this information from anything that SNRHA gave them. So how would they know? A lot of this stuff comes from complicated interpretations that no one could figure out. Actually your staff kept saying that ADA compliance should rule but I know that 504 rules sometimes. So how would anybody know that? Will your low bidder know that he is always behind in paying me and processing the project paperwork? The bottom line is that I was at a disadvantage

because I know that I am doing and have experience of what these houses need. That is against state law. SNRHA staff would not read the subcontractors during the bid opening so we couldn't figure out that they didn't have the same work scope. It was apples and oranges.

The opposite of me was your high bidder. I learned from a subcontractor that he has a surveyor go to some of the houses and shoot elevations so that he could give SNRHA sketches that Ted told some contractors that they needed to include. He also measured up the houses and drew plans of them for the bid. Of course his bid was the highest because he complied with Ted's requirement for sketches during a non-mandatory prebid meeting. SNRHA never included that requirement in the paperwork so my bid was below him.

So the bottom line is that contractors who did not know the work and were uninformed were low for that reason. That is not how state law for design-build works and it is illegal.

*NRS 338.090 Penalties.*

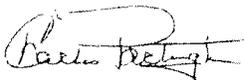
*1. Any person, including the officers, agents or employees of a public body, who violates any provision of NRS 338.010 to 338.090, inclusive, or any regulation adopted pursuant thereto, is guilty of a misdemeanor.*

I am not a lawyer so I will not go through and show you what laws you have broken on the following items. **But I think that these things are not right and illegal and also because of them SNRHA did not produce a fair honest and legal bid.** I have always given you a fair honest good job and I request that you will rebid this job to make it legal and fair.

Many of the problems that I am seeing on this job as a design-build job are the same on the straight bid house energy jobs that Mr. Otokiti is doing also. Please fix those jobs too.

This design build idea is not going to work for SNRHA. The process that SNRHA has set up of having the contractors decide what you want for you without any budget or requirement for sufficient competent design people and almost completely in the dark is apparently designed to avoid taking responsibility. As a public agency representative the project manager cannot do a mixed bag offering. SNRHA should tell the contractors fairly and consistently what it wants so that we can bid fairly.

Sincerely,



Charles Partington  
CC: NV Public Works Board



Post Office Box 1897  
Las Vegas, NV 89125  
(702) 922-6800  
TTY (702) 386-0789

August 5, 2010

Mr. Charles Partington  
M C Mojave Construction, LLC  
5001 Jay Ave.  
Las Vegas, NV 89130

RE: Bid Protest Letter

Dear Mr. Partington:

We are in receipt of your letter dated August 4, 2010, protesting the bid process for IFB# B10016. We have reviewed your "official reasons" why we should rebid this contract and have the following responses:

Item #1A, 1B, 1C & 2 Response: This was a regular Invitation for Bid (IFB) process, conducted in accordance with HUD procurement rules and SNRHA's Procurement Policy. Nowhere in the bid documents is the process referred to as a "Design Build"; therefore, the NRS statute you cite does not apply. It is possible that Mr. Otokili may have commented that the requirement in the bid documents for the contractor to engage the services of engineers or architects is somewhat similar to the way a design/build project works; however, such a comment certainly would have no binding authority and, once again, there was no mention of design/build in the bid documents.

Item #3 Response: As stated by HUD "For Davis-Bacon purposes, CDBG and NSP1 Both fall under the labor standards provisions at Section 110 of the HCDA and are treated in exactly the same manner under Section 110. Section 110 applies Davis-Bacon requirements to the rehabilitation (or new construction) of residential property, only if the property "contains not less than 8 units". For this purpose, "property" is defined as: one or more buildings on an undivided lot or on contiguous parcels, which are commonly-owned and operated as one rental, cooperative or condominium project. A single-family property is 1 property with 1 unit; 10 single-family properties are 10 properties with 1

Mr. Charles Partington  
August 5, 2010  
Page 2

unit, each and so on. Therefore, CDBG/NSP financing to construct or rehabilitate any number of single-family properties is not covered by Davis-Bacon. This guidance is found in the Factors of Applicability published in the *Practical Guide for States, Indian Tribes and Local Agencies* and on the Clark County website.

Item #4 Response: The bid documents were completely prepared. The walk-through minutes state the units must meet UFAS standards. It is also made clear in the minutes that UFAS/ADA standards take precedence over any conflicting specifications.

Item #5 Response: All received RFI's, including the one from MC Mojave, were answered and addressed in the body of the meeting minutes.

Item #6 Response: The submission of drawings was not required and neither the bid documents nor the meeting minutes indicated that not having drawings would render the bid non-responsive. Mr. Otokiti did state that, if a bidder thought it would help his bid to submit drawings, there would be no prohibition against doing that.

Finally, the bid documents did not require you to hire an ADA consultant. The IFB documents require the contractor to contract with a design professional, licensed in the state of Nevada, to produce necessary drawings/specifications to secure required building permits and to ensure that the work is in compliance with all applicable regulations and in compliance with 504/UFAS/ADA. The bid process for IFB# B10016 was handled fairly and properly as per our policies and procedures as well as per HUD regulations and all necessary information required to bid the job was provided. If you would like to continue with the dispute process refer to Additional Clauses and Requirements #2 Claims for Adjustment and Disputes for further instructions.

Sincerely,



Carl O. Rowe  
Interim Executive Director

COR:dw

cc: Amparo Gamazo  
File 40 (A)

# MC Mojave Construction, LLC

## FAX TRANSMITTAL

DATE:	8/16/2010		
TO:	Carl Rowe SNRHA Board of Directors	FROM:	Charles Partington
FAX:	922-6080	FAX:	702-453-5700
TFL:	922-6800	TEL:	702-432-8878
RE:	Bid Protest	PAGES:	Inc. cover ( 33 )

### Items

- (A) Letter to Carl Rowe CC: SNRHA Board of Directors
- (B) 21 page fax submitted as evidence with the above letter
- (C) Letter to the SNRHA Board of Directors
- (D) 8 pages of attachments identified as A, B & C to go with that letter

### Comment

Please distribute this fax and the prior bid protest and the bid documents to each director of SNRHA

A copy of this document was sent by regular mail to SNRHA and to NSPWB

MC Mojave Construction, LLC  
Office (702)432-8878  
Fax (702) 453-5700

08/13/2010

Carl O. Rowe  
Interim Executive director  
SNRHA  
340 N. 11<sup>th</sup> Street Suite 150  
Las Vegas, NV 89101

Re: Your 8/5/10 reply to my bid protest letter  
Via Fax & US Mail (702) 922-6080

Dear Mr. Rowe,

With all due respect to you personally and your office, your letter to me on this subject is completely incorrect. In my 30 years of experience in the construction industry I have experienced a natural human reluctance for employees to go back to their bosses with the explanation that they have completely messed something up. I trust that with your many years of public service you must have encountered the same thing sometimes. I hope that you will review the evidence with idea in mind. Have a look at the 21 page fax sent from Mr. Otokiti's office on 7/21, the day after his deadline for submitting RFI'S as you consider the accuracy of your views. I have attached it.

Please notice that this letter is marked to carbon copy the Directors. Regardless of your decision in this matter I have addressed the original letter and a reply to the Board of Directors because I believe that your staff is required to deliver their mail to them. I believe that I am within my rights to ask that they receive these three letters and attachments before the board meeting where they will vote on this contract.

I also ask that the Board of Directors be given a set of the 390 page bid documents to see and include the document that you claim answered RFI's.

If you are incorrect on any of the points in your letter or I am correct on any of the points my letters then you must rebid the job. Finding one point where you disagree is insufficient. Note that you have replied to the 6 numbered points in my complaint and ignored the remainder of points in my first letter. From that it is understandable that the items in the first paragraph of page 1 and the last paragraphs after the numbered list are undisputed by SNRHA. Those points are enough to void any public bid regardless of design build or not. Example from paragraph 1: 390 pages of conflicting information do not make a legal bid. Example from paragraph 2 of the last page: Your project manager is not allowed to tell some bidders something and not tell other bidders that information.

If you check with your other staff you will find that I frequently do work not in my contract just to maintain a good reputation with SNRHA. I frequently loose bids and make no other comment than to try again next time. It is with great reluctance that I must tell you that something is wrong here and it is illegal to proceed.

Sincerely,



Charles Partington  
M C Mojave Construction  
5001 Jay Avenue  
Las Vegas, NV 89130  
21 page fax attached

CC: SNRHA Directors  
CC: NSPWB

# FACSIMILE TRANSMITTAL

**From:**

Southern Nevada Regional Housing Authority  
Modernization/Development Department  
340 N. 11th St.  
Las Vegas, NV 89101  
(702) 922-6060 Phone  
(702) 922-6060 Fax

**Subject:**

Meeting Minutes for IFB# B10016

**Message:**

Attached please find the meeting minutes from the walk through for IFB# B10016  
Physical Accessibility & Energy Upgrades @ (5) NSP Single Family Homes

Physical Accessibility and Energy Upgrades  
Of (5) Single Family Homes

IFB #B10016  
Neighborhood Stabilization Program (NSP)



**PRE-BID AGENDA**

**IFB #B10016**

**Physical Accessibility and Energy Upgrades  
Of (5) Single Family Homes  
Neighborhood Stabilization Program (NSP)  
Wednesday, July 14, 2010, 9:00 a.m.**

1. **Attendance sign-in**  
All contractors and subcontractors to sign in with the name of the company, phone & fax number, email, signature and printed name of representative.
2. The contractor is required to review the entire IFB document, including attachments.
3. **Affirmative Action Plan**
  - (a) Affirmative Action Plan when hiring sub-contractors - The Affirmative Action requirements are in the Specifications. All affirmative actions taken must be documented and submitted to the Housing Authority. We will maintain a file.
4. **Wage Rate Decision**
  - (a) Davis Bacon Wage Rate: Not Applicable on this project.
5. **Section 3 Plan**
  - (a) Compliance with Section 3 of the Housing and Urban Development Act is mandatory for this contract. Efforts must be made to hire residents where possible. Please note that if the company has any new hires for this project, a percentage of the new hires are required to be Section 3 individuals, i.e., public housing residents, low income individuals. A list of eligible Section 3 participants will be provided with the pre-award documentation. In the event the contractor is not able to find qualified residents, individuals, or businesses that meet the requirements of Section 3, the SNRHA has established four (4) ways in which the contractor may fulfill the Section 3 requirements. Please refer to the Section 3 Plan that is included in your bid package. If the contractor does not meet the Section 3 Requirements the SNRHA will withhold a portion

Physical Accessibility and Energy Upgrades  
Of (5) Single Family Homes

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of the contract and place it in the Section 3 Training Fund. The withheld amount will be a portion of the contract commensurate to the sliding scale set forth in the Section 3 Hiring Scale

- (b) Review the Section 3 business priority and preference guidelines ("attached) "How to become a Section 3 Business Concern". All Section 3 forms need to be signed regardless of whether the company is seeking Section 3 preference.

6. On-Site Payroll Interviews

- (a) On-site Payroll Interviews: Not applicable on this project.

7. Relocation (if applicable)

8. Schedule

- (a) The awarded contractor must adhere to the construction schedule to ensure the Housing Authority can reoccupy this unit in a timely manner.

9. Contractor on Premises

- (a) Contractor and all subcontractors and personnel shall wear identification badges while on Housing Authority property.
- (b) Confine operations to areas within contract limits indicated.
- (c) At all times contractor must keep driveways and entrances serving the premises clear and available to Housing Authority's tenants and employees. Do not use these areas for parking or storage of materials.
- (d) Burial of waste materials on site shall not be permitted.
- (e) Restore all site amenities damaged during construction to their prior condition.
- (f) The Contractor shall provide a general schedule at least seven (7) days in advance of any work for review and approval by SNRHA.
- (g) Coordinate interruption of any utility services with the SNRHA to ensure that tenants are not impacted by said interruption.
- (h) Contractor must maintain the building in a weather tight condition throughout the construction period. Take all precautions necessary to protect the building and its occupants during construction period.

Physical Accessibility and Energy Upgrades  
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- (i) The SNRHA will occupy the site and attached building during the entire construction period. Cooperate with SNRHA during construction operation to minimize conflicts and facilitate SNRHA usage.
- (j) Perform work so as not interfere with the Housing Authority's operation.
- (k) SNRHA reserves the right to perform other construction operations with its own forces or to employ separate contractors during the entire construction period.

10. Contract Requirements:

- (a) Review scope of work for construction

11. Additional Questions & Information:

The SNRHA will be pleased to respond to fax requests for information received by prior to Tuesday, July 20, 2010 @ 5:00 p.m. fax number 702-922-6080. Questions during the pre-bid conference will be addressed the same day. Answers and addenda will be submitted by fax to all attendees of the pre-bid meeting. Please ensure that you only ask questions that are not already addressed within the IFB document issued or within a previously issued addendum. Failure to completely abide by these instructions may cause a prospective bidder to be declared not eligible to submit a bid or receive an award.

12. Comments:

NOTES FROM PRE BID CONFERENCE FOR PHYSICAL ACCESSIBILITY AND ENERGY UPGRADES OF FIVE (5) SINGLE FAMILY HOMES UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM

\* ASKED ALL CONTRACTORS & SUB TO SIGN THE ATTENDANCE SHEET WITH COMPANY NAMES, PHONE # AND FAX #.

\* REVIEWED THE INVITATION FOR BID PACKAGE AND STATED THAT THE SCOPE OF WORK INCLUDES BUT NOT LIMITED TO THE MODIFICATION OF PARKING GARAGES, SLOPED ACCESS TO ENTRANCES AND REMODELING OF THE INTERIOR OF THE FIVE HOMES TO ACCOMMODATE WHEELCHAIR ACCESSIBILITY.

Physical Accessibility and Energy Upgrades  
Of (5) Single Family Homes

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ALSO ENERGY CONSERVING UPGRADES ARE ALSO REQUIRED.  
CONTRACTORS WILL BE REQUIRED TO CONTRACT WITH A DESIGN  
PROFESSIONAL LICENSED IN THE STATE OF NEVADA, TO PRODUCE  
NECESSARY DRAWINGS & SPECIFICATIONS TO SECURE ALL REQUIRED  
BUILDING PERMITS AND TO ENSURE THAT THE WORK IS IN  
COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND IN COMPLIANCE  
WITH ESH/NEAS, ADA.

\* I STATED THAT THE HOUSING AUTHORITY IS MANDATING SECTION 3  
REQUIREMENTS ON THIS PROJECT. WENT OVER THE TWO (2) MAIN  
PART OF THE SECTION 3 REQUIREMENT (BIDDING PREFERENCE  
AND THE HIRING/TRAINING OBLIGATION).

BIDDER ARE ALLOWED EXTRA POINTS, IF THEY CAN SHOW THEIR  
COMPANY IS A CERTIFIED SECTION 3 BUSINESS CONCERN.  
REFER TO THE HIRING SCALE IN THE PACKAGE FOR THE  
PERCENTAGE THAT MUST BE MET BY EITHER HIRING LOW  
INCOME PERSONS, PROVIDING TRAINING OR CONTRIBUTING  
TO THE HOUSING AUTHORITY'S TRAINING FUND.

ANY QUESTIONS REGARDING THE SECTION 3 PROGRAM REQUIREMENTS  
SHOULD BE DIRECTED TO STACEY BOSTWICK. HER TELEPHONE  
NUMBER CAN BE FOUND IN THE SECTION 3 HANDOUT IN  
THE BID PACKAGE

\* BID BOND IS REQUIRED FOR THIS PROJECT. EACH BID  
SUBMITTED MUST BE ACCOMPANIED BY EITHER A CERTIFIED  
CHECK OR BANK DRAFT PAYABLE TO SURETY, OR A BID BOND  
EXECUTED BY THE BIDDER AND ACCEPTABLE SURETIES IN AN  
AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE BID

\* ALSO THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH  
AND PAY SATISFACTORY PERFORMANCE AND PAYMENT BONDS.

Physical Accessibility and Energy Upgrades  
Of (5) Single-Family Homes

IFB #B10016  
Neighborhood Stabilization Program (NSP)

\* SUZANNE THOMAS REVIEWED THE ADA/PHYSICAL ACCESSIBILITY  
UPGRADES RECOMMENDATION IN BID PACKAGE. SHE STATES  
THAT IT WAS VERY IMPORTANT THAT THE CONTRACTORS UNDERSTAND  
THAT THESE PROJECTS ARE REQUIRED TO BE DESIGNED UNDER  
LEAS, ADA TITLE II, ADAAG GUIDELINES AND THE FAIR  
HOUSING AMENDMENTS ACT, USING WHICHEVER STANDARD  
IS THE STRICTEST. (SEE ATTACHED REMARKS/NOTES FROM THOMAS)

\* MARY VENARIS, DEBORAH MCCUTCHEEN, TRACY FOGELSONSKI  
AND GUYNN SPATT REVIEWED THE SCOPE OF WORK FOR  
THE ENERGY UPGRADES AND ANSWERED QUESTIONS  
FROM CONTRACTOR. (SEE ATTACHED NOTES FROM THEM)

\* I INFORMED CONTRACTORS TO USE THE SUBMISSION AND  
FORMAT CHECKLIST TO ENSURE ALL ITEMS ARE INCLUDED  
UNDER THE APPROPRIATE TABS.

\* BID CLOSING DATE AND TIME IS FRIDAY JULY 30, 2010 AT  
10:00AM.

REQUEST FOR INFORMATION RECEIVED

B: IF THE BIDDER PROPOSES A DESIGN THAT COMPLIES WITH  
THE CRITERIA IN THE INVITATION FOR BID, UPON AWARD OF THE  
CONTRACT, DOES THE BIDDER PROCEED TO BUILD ACCORDING TO  
THE PROPOSAL OR IS THERE AN APPROVAL PROCESS? IF THERE  
IS AN APPROVAL PROCESS, WHAT DOES IT ENTAIL?

A. REFER TO SECTION ONE OF THE INVITATION FOR BID.

Physical Accessibility & Energy Upgrades  
Of (5) Single Family Homes

RFQ# Q10016  
Neighborhood Stabilization Program (NSP)

Q: REF. "SPECIAL CONDITIONS" PAGE (12, 50) IS A JOB  
SITACK REPLY NECESSARY?

A: YES MUST BE REQUIRED ON THIS PROJECT

Q: WHAT IS THE GREEN COMMUNITIES CRITERIA CHECKLIST.  
WHAT IS THE MEANING OF IT. WHAT ARE WE SUPPOSED  
TO DO WITH IT.

A: IT REFER TO PART OF THE CLARK COUNTY  
STANDARDS AND GUIDELINES FOR ENERGY EFFICIENCY  
COMPLIANCE MEASURES

Q: ITEMS REQUIRED THAT ARE ENERGY EFFICIENT AND/OR  
ADA COMPLIANT HAVE CONFLICTING SPECIFICATION. HOW  
DO WE HANDLE THEM, WHICH DO WE BID

A: PRE-BID NOTES STATES THAT THE PROJECT IS  
TO BE DESIGNED TO MEET UNIFORM FEDERAL  
ACCESSIBILITY STANDARDS, AMERICANS WITH DISABILITIES  
ACT ACCESSIBILITY GUIDELINES AND FAIR HOUSING  
AMENDMENTS ACT.  
IT ALSO STATE THAT THE ADA SPECS TAKE  
PRECEDENCE.

**REMARKS AT PRE-BID  
NEIGHBORHOOD STABILIZATION SCATTERED SITES**

Thomas advised the group that it was extremely important that they understand these projects are required to be designed under UFAS (Uniform Federal Accessibility Standards), ADA Title II, ADAAG (Americans with Disabilities Act Accessibility Guidelines) and the Fair Housing Amendments Act - using whichever standard is the strictest. These documents can be ordered from Pacific ADA Center in Oakland by calling 1-800-949-4232.

Thomas cautioned the members of the group who were taking measurements that they cannot bid the job based on the keynote recommendations or sketches in their package. Those represented a clarification of complicated keynotes and were only one idea of how the non-compliant items in the house could be corrected. She stated the architect may have completely different ideas or the drawings could be technically or structurally impossible to implement.

Thomas advised the group to be aware of the details, such as raising and lowering outlets, door hardware, clear floor space requirements as well as maneuvering clearances at doors. Thomas told the group there are three types of bathrooms allowed and consideration for diversity is important. The three types of bathing options are: Accessible Tub (different from a typical tub); Transfer Shower (36" x 36" exact with a seat) and the Roll-In Shower, typically 30" x 60", however can have other dimensions as outlined in ADAAG. The bathroom fixtures including grab bars, controls, glide bars, diverters, etc. are all covered in the project. Only one bathroom will be made accessible and the other bathroom will generally only need a wider door.

The kitchen requires a forward approach knee clearance at the sink, clear floor space at each of the appliances and a forward approach workspace. Items such as lowered cabinets, placement of garbage disposal, dishwasher and stove, outlets above the counter and range hood/fan lowered switch are all covered.

Thomas discussed the requirements for an accessible route from the sidewalk, mailboxes, and garage access. One house had the garage door opener removed since the inspection and although it was not noted in the documents, Thomas advised it would have to be replaced.

The Housing Authority will have someone review the completed home to certify compliance and Thomas explained there were no typical construction tolerances, if the cross slope of concrete work is 2.1% or 2.2%, the range is 0% to 2.0% and nothing more is allowed, it will have to be corrected.

Thomas suggested the contractors interview architects to determine if they have had experience in this type of work. She offered to provide a list of questions and answers for the contractors to use which is included with these minutes.



**FROM:**

**DATE:**

**QUESTION:** Selecting an ADA/504 Consultant or Architect for Accessibility Issues

**RESPONSE:** The following questions would be a minimum for selecting a consultant to assist in accessibility modifications. The response from the consultant should contain ALL of the response indicators for each question. The first "I don't know" answer should conclude the interview.

**Q. Please describe what types of accessibility work you have done?**

ADA Site Reviews (should indicate for private businesses as well as governmental entities or use the phrase 'public accommodation as well as state and local governments')

504 Site Reviews (should include the phrase 'receiving or benefiting from federal funds')

Fair Housing Act Site Reviews (ask which 'safe harbor' the consultant uses to review these documents)

**Q. Will you please tell me the two titles of ADA that you usually work with? (Should be Title II and III) and who they primarily affect?**

Title I - Employment

Title II - State and local government

Title III - Places of public accommodation

Title IV - Telecommunications

Title V - Miscellaneous

**Q. Can you tell me the year each of the following laws' construction provisions became effective? (Should be close, not necessarily exact)**

ADA - Alterations 1992; New Construction 1993

Section 504 - 1977

**Suzanne A. Thomas**

Your ADA & Disability Consultant

212 Woodley Street, Las Vegas, NV 89106 • (702) 386-2995 (Voice/TTY) • suzthomas@cox.net

Fair Housing Act - 1991

**Q. Please explain the major difference between ADA and 504?**

ADA is a civil rights law.

504 is tied to receiving federal funds

Program Accessibility is allowed/required by 504

**Q. Please discuss the proposed ADA / ABA?**

These are the proposed new regulations for design and construction of facilities covered by the ADA and the ABA (Architectural Barriers Act of 1968). The new regulations have one section for technical specifications and two separate sections for scoping - one for ADA and one for ABA.

**Q. Please explain program accessibility**

They should provide an example such as:

Under the ADA if you are required to provide six accessible parking spaces, that is all you will ever have to provide. Under 504 if there is not a reasonable chance that one of those spaces would be empty, you would have to add more.

And

Not ALL existing buildings (constructed prior to 1977) would have to be made accessible as long as the program itself was accessible.

**Q. ADAAG or UFAS - Which do you use and why?**

UFAS is used when federal funds from HUD are used to build a facility.

ADAAG is also required when it is more strict. ADAAG is required for entities covered under Title II and III of the ADA. If used by Title II entities there is no elevator exemption.

**Q. Please provide the definition of disability under the ADA.**

A physical or mental impairment of an individual that substantially limits one or more major life activities; a person having a record of such an impairment, or being regarded as having such an impairment. The law also covers persons who "associate" with persons with disabilities.

**Suzanne A. Thomas**

**Your ADA & Disability Consultant**

212 Woodley Street, Las Vegas, NV 89106 ■ (702) 386-2995 (Voice/TTY) ■ suzthomas@cox.net

- Q. How long have you been involved in disability civil rights work? What disability-related associations do you belong to?**
- Q. What is the DBTAC and what does it do?**  
Disability and Business Technical Assistance Center -- nationwide organization of federal contractors providing no-charge technical assistance and training to businesses, governmental entities, educational facilities and people with disabilities.
- Q. What is the name of the nearest DBTAC? And where is it located?**  
Pacific ADA Center, Oakland, California
- Q. Have you written any Plans to Remove Readily Achievable Barriers, Transition Plans or conducted Self-Evaluations? Please tell us about those experiences and who they were for? Do you have a sample we can review?**
- Q. Do you have a Self-Evaluation Team? Which disabilities are represented and what kind of training and experience do they have?**
- Q. Please tell us where you received your training on accessibility -- please tell us specific trainings and conferences you have attended.**  
They should indicate training sponsored by The Access Board, U.S. Department of Justice, HUD, Fair Housing First, ADA Centers, Governor's Committee on Employment of People with Disabilities (this has to be at least 7 years old, and probably not relevant). ICC is not relevant.
- Q. Have you had experience with Voluntary Compliance Agreements? For what agencies?**

**Suzanne A. Thomas**  
Your ADA & Disability Consultant  
212 Woodclay Street, Las Vegas, NV 89106 ■ (702) 386-2065 (Voice/TY) ■ suzthomas@cox.net

**Suzanne A. Thomas**  
**Your ADA & Disability Consultant**  
212 Woodley Street, Las Vegas, NV 89106 ■ (702) 386-2995 (Voice/TTY) ■ [suzthomas@cox.net](mailto:suzthomas@cox.net)

### **Blue Ribbon Revision**

Insulate full cavity of kneewalls. If batts are present realign fully with air barrier and five sides of existing assembly and add sixth side with FSK.

Replace water heater with A.O. Smith Effex Series 100, 40 gallon, 0.70 EF.

Remove all existing flooring. Install tile per SNHRA specs. After Removal of Flooring Seal all Bottom Plates to Slab.

House must meet all ADA requirements upon completion.

Install new stove per SNHRA spec.

Remove security bars from windows, patch and paint as needed.

Bury duct under 8" of cellulose.

Replace existing Fireplace with direct vent Insert. See Ted for Spec.

Clarification: HVAC - Use SNHRA RTU spec.

Grand Basin Addendum

Paint exterior. Patch and repair stucco cracks and holes, to match existing.

Replace shade tree in front yard (include removing roots) Provide new shade tree from approved list. (see CC & NLV NSP Rehab Standards for Rental)

Provide and install front yard rock to match existing rock. Omit DG fines in front yard

House must meet all ADA requirements upon completion.

### **Margarita Revision**

Re-plumb entire house with copper.

Replace water heater with A.O. Smith Effex Series 100, 40 gallon, 0.70 EF. See Ted for specs.

Remove all existing flooring. Install tile per SMHRA specs. After Removal of Flooring Seal all Bottom Plates to Slab.

House must meet all ADA requirements upon completion.

## **Metalwood Revision**

Insulate full cavity of kneewalls. If batts are present realign fully with air barrier and five sides of existing assembly and add sixth side with FSK.

Seal all attic baffles.

Replace water heater with A.O. Smith Effex Series 100, 40 gallon, 0.70 EF. See Ted for specs.

Remove all existing flooring. Install tile per SNHRA specs. After Removal of Flooring Seal all Bottom Plates to Slab.

House must meet all ADA requirements upon completion.

Clarification: HVAC - Use SNHRA RTU spec.



773 Trumpington Ct • Las Vegas • NV • 89178  
Home Energy Connection  
702-401-8830 • 702-507-8024 Fax  
info@homeenergyconnection.com  
www.homeenergyconnection.com

7/14/2010 Minutes from Contractor Walk-Through 1668 Starridge Way, 89142

**Health, Safety & Building Codes Measures**

1. A.D.A. specs take precedence.
2. Change garage back to code ( Remove Walls Added)

**Energy Efficiency Measures**

**HVAC**

1. Manual J, S and Q must be performed by a registered profession engineer according to new specs created by the architect.
2. Furnace/air handler to be installed in the attic.
  - a. Documentation from a structural engineer is required that roof will support equipment.
  - b. Finish roof and tie to match.
  - c. AC unit to be installed on a concrete slab on the side of the house.

The following items are to clarify the standard material requirements for the NSP homes

1. Painting: Recommend Navajo white #7000 Acriglo Simi Gloss, Vista brand or equal for walls only (ceiling, doors and trim simi gloss white)
2. Locks: Titan kwikset dead bolt lock , inter changeable core, brass finish #780 SCAL SCS, or equal, all locks to be keyed the same. Remove bottom entry lock and install passage set.
3. Solar Screens: Screen fabric should be stucco color with white frame.
4. Carpet: Manufacture by SHAW INDUSTRIES, INC two optional colors alternated between units to be determined by SNRHA (#704 old country and #707 bronze medal) or equal.
5. Ceramic Tile: Manufacture by APPLA Albano #H01 and Appia Cales #H03 Two optional color alternated between units to be determined by SNRHA or equal.

NOTES: Carpet and ceramic tile color to be installed as a match set.

Carpet #707 Bronze Medal and Ceramic Tile #H01 Appia Albano 13 x13  
Carpet # 704 Old Country and Ceramic Tile # H03 Appia Cales 13 x13



**PRE-BID CONFERENCE**  
 Physical Accessibility and Energy Upgrades of  
 (5) Single Family Homes  
 Neighborhood Stabilization Program (NSP)

**IFB #B10016**  
 Sign-in Sheet

Date: July 14, 2010 Conducted by: \_\_\_\_\_

Time: 9:00 a.m. Conducted by: \_\_\_\_\_

Location: 1868 Starridge Way  
 2164 Melaiwood Ct.  
 1734 Blue Ribbon Dr.  
 2468 Grand Basin Dr.  
 1840 Margarita Ave.

Please PRINT All Information *VICTOR KAMFAKER*  
*MGR. DEVELOPMENT 4535 W RUSSELL BLVD 835 7362*  
*SUITE #1*

Contact Information	Complete Address	Contact Numbers
Company Name: <i>RECALIBRATED CONST. CHAIR SHOPS</i>	<i>4630 S. ARVILLE ST SUITE A</i>	Phone #: <i>721-9346</i>
Contact Person: <i>JASON OLSEN</i>	<i>LAS VEGAS NV 89105</i>	Fax #: <i>813 1736</i>
Company Name: <i>J. J. FINAN Inc</i>	<i>3139 LA MANANA Way</i>	Phone #: <i>400-8088</i>
Contact Person: <i>DICK FINAN</i>	<i>Hend. BLV 89014</i>	Fax #: <i>434-8399</i>
Company Name: <i>KCP PROPERTIES</i>	<i>2405 CASE EAST DR #110</i>	Phone: <i>596-8862</i>
Contact Person: <i>KEVIN PERKINS</i>	<i>LAS VEGAS, NV 89117</i>	Fax #: <i>596-3898</i>
Company Name: <i>Manning Heating and Air</i>	<i>9828 Bright Angel</i>	Phone #: <i>558-5959</i>
Contact Person: <i>Don Lasky</i>	<i>Las Vegas, NV 89149</i>	Fax #: <i>396-0744</i>
Company Name: <i>GREEN BOYD DEVELOPMENT</i>	<i>41830 E. CHATEAU</i>	Phone #: <i>644-6840</i>
Contact Person: <i>ROY SPAUGHLIN</i>	<i>L.V. NV 89115</i>	Fax #: <i>644-4845</i>
Company Name: <i>C. J. ...</i>	<i>6140 HARVARD</i>	Phone #: <i>762-7774</i>
Contact Person: <i>Myke Dean</i>		Fax #: <i>978-2491</i>
Company Name: <i>Silver State Services</i>	<i>4030 Industrial Court #501</i>	Phone #: <i>383-8191</i>
Contact Person: <i>Mark Morris</i>	<i>N. LV, NV 89030</i>	Fax #: <i>383-8151</i>

*LIAN PAN* *SJA RECONSTRUCTION* *4630 S ARVILLE # A* *873-1718*  
*KEVIN SMALL* *LV NV 89103* *873-1726*

Please PRINT All Information

IFB #B10016

Suzanne A Thomas  
ADA & Disability Consultant

212 Woodley St. NV 89106  
386-2995  
316-2910

Contact Information:	Complete Address	Contact Numbers
Company Name: ZKC Construction Corp. Contact Person: Anthony Sisto	955 GRIER DR. # A LAS VEGAS, NV 89119	Phone #: 497-4444 Fax #: 658-8688
Company Name: DAVIK CONCRETE Contact Person: DAN AYALA	404 EL CAMINO RD LV, NV 89103	Phone #: 521-1089 Fax #: 937-6292
Company Name: Unnamed Contact Person: Adam P...		Phone #: 722-4541 Fax #:
Company Name: Fremont Construction Contact Person: Greg Bunker		Phone #: 616-6787 Fax #:
Company Name: Accurate Plumb Contact Person: Tracy Ray		Phone #: 743-8553 Fax #:
Company Name: Accurate Building Solutions Contact Person: Cindy Carter	565 ELISE LN PAHRAND NV 89060	Phone #: 419-5004 Fax #: 735-7855
Company Name: KODAKUNING Contact Person: NANCY SUTTER	4205 E 70TH RD NV 89118	Phone #: 295-3692 Fax #: 295-8280
Company Name: Red Rock Insulation Contact Person: Raymond...	5810 S. ... NV 89118	Phone #: 262-6933 Fax #: 262-6963
Company Name: AQUA PUMPING, LLC Contact Person: ALICE	2450 LASER RD STE E NV, NV 89030	Phone #: 642-8460 Fax #: 642-0440
Company Name: TRADEWINDS CONSULTING Contact Person: ...	675 SERVICE WINDMILL CT LV 89115	Phone #: 310 6080 Fax #: 310 6099
Company Name: JAMES DEVELOPMENT CORP. Contact Person: JIM McGAUGHEN	3333 VICKI AVE LV 89137	Phone #: 234-8897 Fax #: 616-7016
Company Name: LIFE W UP ELECTRIC Contact Person: PETE CERVANTES	216 SEAHORSE ST LV, NV 89145	Phone #: 242-9775 Fax #: 242-9775
Company Name: HOME ENERGY CONNECTION Contact Person: GREEN S...		Phone #: 377-4837 Fax #:
Company Name: FRONT Contracting Contact Person: LARRY OR ...	4515 Balsam St	Phone #: 514-1515 Fax #: 518-1520

FRONTIER VISTA Dev. Inc.  
17224 BATES VICKY

2675 E. ... Ln.  
LAS VEGAS, NV 89102

458 9700  
458 9701

↑ WILL PROBABLY PROTEST

Please **PRINT** All Information

IFB #B10016

Contact Information	Complete Address	Contact Numbers
Company Name: Sahara Co.	2718 Highland	Phone #: 796-9687 Fax #: 796-5379
Contact Person: Bob Hagg		
Company Name: Ruitoe Construction	4420 S. Arrow Ln Ste 31 Las Vegas NV 89103	Phone #: 552-4069 Fax #: 252-5203
Contact Person: John Gould		
Company Name: JAVIER CARROLL Acc. 500 FLORENCE	1565 W. BROAD LV NV 89082	Phone #: 647-7777 Fax #: 647-1038
Contact Person: JAVIER		
Company Name: [unclear]	4400 S. [unclear] LV NV 89103	Phone #: 552-5112 Fax #:
Contact Person: [unclear]		
Company Name: [unclear]	3126 MIRAGE RD LV NV 89102	Phone #: 573-3512 Fax #: 573-3513
Contact Person: MIKE		
Company Name: [unclear]	1401 TRADE DR NV	Phone #: 738-6798 Fax #: 739-8859
Contact Person: KATHY SMITH		
Company Name: [unclear]	4181 FRANCIS DR LV NV 89101	Phone #: 451-1554 Fax #: [unclear]
Contact Person: [unclear]		
Company Name: Friends Electric	1914 Highland	Phone #: 269-7860 Fax #: 269-7852
Contact Person: SHAWN SUTHERLAND	LV NV 89102	
Company Name: NICO SERVICES	6000 S EASTERN #7F LAS VEGAS NV 89119	Phone #: 247-1299 Fax #: 896-3944
Contact Person: MIKE DRUIS		
Company Name: [unclear]	2227 [unclear] LV NV 89102	Phone #: 442-5020 Fax #: 552-5555
Contact Person: [unclear]		
Company Name: [unclear]	4535 W. RUSSELL RD LV NV 89108	Phone #: 491-5128 Fax #: 795-4199
Contact Person: [unclear]		
Company Name: Elite Heating Cooling Plumbing	6045 Harrison Dr #2 LV NV 89120	Phone #: 324-7282 Fax #: 982-2722
Contact Person: Tom Suchan		
Company Name: [unclear]	4025 DE RUSSELL C LV NV 89102	Phone #: 433-6453 Fax #: 433-5186
Contact Person: [unclear]		
Company Name: Gates & McClain Const.		Phone #: 266-6707 Fax #: 570-5744
Contact Person: [unclear]		

TITANUM CONSTRUCTION  
RODEL FUENTES  
Deborah McClain

5220 W POST RD  
LAS VEGAS NV 89118  
1400 Colorado St. Sx C  
Boulder Co

702-387-0100  
(702) 242-0110  
427-7934

08/13/2010

**Bid Protest**

Board of Directors of SNRHA  
340 N. 11<sup>th</sup> Street, Suite 150  
Las Vegas, Nevada 89101

VIA: Fax & US Mail (702) 922-6080

Dear Board,

On 08/04/2010 I wrote a letter to you explaining why the bid that Mr. Otokiti managed for SNRHA was illegal and should be redone. I later received a reply from Mr. Rowe which is completely incorrect. I have briefly stated below why Rowe's letter is wrong. Please have your experts look at this and review it with Clark County Real Property Management or Nevada Public Works board (as impartial authorities) for a second opinion if you doubt my correctness.

Rowe's reply to #1A, 1B, 1C & 2

Page marked 4 of 5 of the 21 page meeting minutes fax states that the contractor will hire a design professional who will to produce drawings and specifications.

Page marked 5 of 6 top indicates housing authority consultant who provided some of the bid documents said "Projects are to be designed".

Page 5 of 6 Bottom asks about the approval process for the design. The SNRHA answer refers to invitation to bid item 1 which required that the contractor hire a design professional licensed in the state of Nevada..."

Page 6 of 6 Ted reply's that "The project is to be designed...."

Ted provided this information to bidders in the prebid meeting and we relied on it. It is not credible that this process is not "Design-Build" because the project manager attempts to label it otherwise to circumvent state law. A project not done as design build would have plans and specifications prepared by a licensed professional to bid from.

None of the following arguments are particularly dependent upon if the project is design-build or not.

Rowe's reply to #3

Rowe is mistaken on two counts. First the Housing authority is operating the scattered sites as a rental group of hundreds not less than 10. Applicants fill out applications for 100's of houses. Both of the VCA's are for the scattered sites as a group. Second point equally important: HUD does not exempt SNRHA from state law. State law required prevailing wages on the 2 sets of 5 houses that HACLV built. If either HUD or state law requires prevailing wage then it is required.

Rowe's reply to #4

Rowe misses my point in my complaint. I assert that the documents were conflicting. He replies about appliances because I use appliances as an example. I have attached 4 pages of painting specifications (item C) that were obviously written by people who never looked at each other's work and are conflicting. But why did Mr Otokiti specify a not ADA compliant item and expect the contractors to figure out what to bid? This is exemplary of incompetently prepared bid documents. Example B shows that your documents told us that SNRHA was hiring an architect and listed his duties like a design bid build job. Mr. Otokiti included the opposite information elsewhere in the bid documents, in the prebid meeting and the minutes. With no RFI's after the minutes came out. How would you bid? Item A attached shows requirements for Davis-Bacon and you just argued that it is not required. Which is it?

Rowe's reply to #5

Look at the fax header on the meeting minutes. Mr Otokiti's fax sent to us on the 21<sup>st</sup> tells us that the submittal deadline for RFI's is on the 20<sup>th</sup>. The day before he sent the fax. So contractors were told that we couldn't send RFI's to get clarifications on anything once the minutes came out.

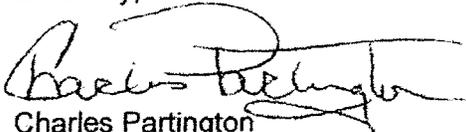
Rowe's reply to #6

Look at the bids. Did some contractors provide sketches? Does anyone in their right mind really think that contractors would go to extra expense to bid if they were not told that it was required? No, that assertion is not credible. Providing such things runs up the cost and if you are going for the low bid causes a disadvantage.

In conclusion I ask that the board rebid this job with competently prepared bid documents. The law has clearly been violated multiple ways. Ethics of the public works bidding process have been violated in many ways also. The purpose of having a board with the best interest of the community oversee public programs is to stop bureaucrats from running amuck like this. Even if no law ever existed controlling this process what you see before you would not be right.

Thank you for your support of honest and fair dealings.

Sincerely,



Charles Partington  
M C Mojave Construction  
5001 Jay Avenue  
Las Vegas, NV 89130

CC: NV Public Works Board  
Attached 8 pages of the bid documents identifies as exhibits A, B, C

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**41. Interest of Members of Congress**

No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

**42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees**

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

**43. Limitations on Payments made to Influence Certain Federal Financial Transactions**

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

**44. Royalties and Patents**

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof: except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

**45. Examination and Retention of Contractor's Records**

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

**46. Labor Standards - Davis-Bacon and Related Acts**

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
  - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

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be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry, and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
  - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (e) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

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- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
  - (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

**4. Other Contracts**

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

**Construction Requirements**

**5. Pre-construction Conference and Notice to Proceed**

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a pre-construction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

**6. Construction Progress Schedule**

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

**7. Site Investigation and Conditions Affecting the Work**

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

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other openings, overhang (eaves), fascia, window shutter, window boxes or other exterior decorative adornment and to be prepared and painted as per 1, 2, and 3 of this section.

**NOTE:** Painting of trim includes all wooden window frames, re-glazing as necessary, cleaning of glass and freeing windows of all new and old paint.

F. Spray Painting

All surfaces not to receive paint or finish surfaces shall be protected from over-spray. All over-spray or other surfaces to be cleaned and completely removed. Paint to be thinned or reduced per manufacturer's recommendations. All roof areas are to be protected from over-spray.

G. Metal Surfaces

- (1) All surfaces will be sanded prior to priming and scraped to remove old scaling paint.
- (2) All metal surfaces to have all foreign material completely removed, i.e., oil, rust grease, etc. All surfaces are to be primed before painting.
- (3) On a prepared surface, apply sufficient paint to ensure complete coverage. Any indication of defective surface preparation will be cause for re-preparation and repainting at no extra cost to owner.

H. Clean up

Protective coverings or drop cloths are to be used to protect floors, fixtures, vegetation, plants, and equipment. Care exercised to prevent paint being splattered onto surfaces which are not to be painted. Surfaces from which paint cannot be satisfactorily removed shall be painted, repainted or replaced as required by Housing Rehabilitation staff to produce a satisfactory finish.

All debris related to or created by painting shall be removed from the job site, and the job site left neat and clean. All windows to be free of paint and shall operate properly.

All shrubs and vegetation shall be protected in an approved manner or replaced by Contractor at no added cost to home owner.

8. **FLOOR COVERINGS**

A. General

- (1) Unless otherwise specified, the Contractor shall bid all floor coverings at a maximum allowance of \$20.00 per square yard retail for all materials and labor, with owner selection of color and pattern, unless otherwise specified in the work write-up.
- (2) Wall to wall carpeting shall be bid to be installed over 3/8" 4.0 lb density



**SECTION 09900**

**PAINTING**

**PART 7 GENERAL**

**7.1 SECTION INCLUDES**

- A. Surface preparation and field application of paints and coatings.
- B. Contractor shall furnish and deliver paint products to the point of destination as ordered by SNRHA. All prices shall be FOB Destination.

**7.2 REFERENCES**

- A. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.
- C. PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.
- D. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual

**7.3 DEFINITIONS**

- A. Conform to ASTM D16 for interpretation of terms used in this Section.

**7.4 SUBMITTALS**

- A. Submit under provisions of Section 01300
- B. Product Data: Provide data, including technical information, Manufacturer's Safety Data Sheets (MSDS), and manufacturer's application instructions.
- C. Submit samples on the following substrates for the Owner's review of color and texture only:  
  
Ferrous Metal: Two eight-inch-long samples of each material for each color and finish.

**7.5 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing the work of this section with minimum 5 years documented experience.



This Request for Quote number is B10016 for the following:

ADA & Energy Upgrades at (5) Single Family Homes  
Neighborhood Stabilization Program (NSP)

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7.6

#### REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke rating requirements for finishes.

#### 7.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

#### 7.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

#### 7.9 EXTRA MATERIALS

- A. Furnish under provisions of Section 01700.
- B. Provide 1 gallon of each color, type, and surface texture to Owner.
- C. Label each container with color, type, texture, room locations, and building and unit number in addition to the manufacturer's label.

### PART 8 PRODUCTS

#### 8.1 MANUFACTURERS

- A. Manufacturers
  - 1. Frazee.
  - 2. Dunn-Edwards.
  - 3. Benjamin-Moore.
  - 4. ICI Ameritone
- B. Substitutions: Under provisions of Section 01600.



11.  
CA

## 8.2 MATERIALS

- A. Coatings. Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.
- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.
- C. Patching Materials: Latex filler.
- D. Fastener Head Cover Materials: Latex filler.

## 8.3 FINISHES

- A. Finish to match existing.

## PART 9 EXECUTION

### 9.1 EXAMINATION

- A. Verify site conditions under provisions of Section 01039.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Plaster and Gypsum Wallboard: 12 percent.
  - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
  - 3. Interior Wood: 15 percent, measured in accordance with ASTM D2016.
  - 4. Exterior Wood: 15 percent, measured in accordance with ASTM D2016.

### 9.2 PREPARATION

- A. Correct defects and clean surfaces, which affect work of this section. Remove existing coatings that exhibit loose surface defects.
- B. Seal with shellac and seal marks which may bleed through surface finishes.

TRANSMISSION VERIFICATION REPORT

TIME : 08/16/2010 16:23  
NAME : MC MCJAVE CONSTRUCT  
FAX : 7024535700  
TEL : 7024535700  
SER. # : 000GBN661481

DATE, TIME	08/16 16:17
FAX NO./NAME	9226080
DURATION	00:06:48
PAGE(S)	13
RESULT	OK
MODE	STANDARD



Board of Commissioners:  
Dora D. LaGrande, Chairperson  
Brenda Williams, Vice Chairperson  
Haywood Carter, Commissioner  
Fr. Dave Casaleggio, Commissioner  
Matthew Mullin, Commissioner  
Tim O'Callaghan, Commissioner  
Debbie Patton, Commissioner  
Richard Sadler, Commissioner  
Shondra Summers-Armstrong, Commissioner  
Carl O. Rowe, Interim Executive Director/Secretary

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NOTICE OF THE SPECIAL MEETING OF THE  
BOARD OF COMMISSIONERS OF  
THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY  
LAS VEGAS, NEVADA  
TO BE HELD ON WEDNESDAY, AUGUST 18, 2010, AT 6:00 P.M.  
IN THE COMMISSION CHAMBERS  
340 N. 11<sup>TH</sup> STREET, LAS VEGAS, NEVADA

ALL ITEMS ON THIS AGENDA ARE FOR POSSIBLE ACTION UNLESS OTHERWISE NOTED

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. FOR DISCUSSION AND POSSIBLE ACTION: Public Hearings may be declared open by the Chairperson, as required, for any of the items on this Agenda designated for discussion and possible action. Public comment that is germane to the item may be solicited by the Chairperson on any item on this Agenda.
  - a) Discussion of the Qualifications, Character, and Professional Competence of Candidates for the Position of Executive Director of the Southern Nevada Regional Housing Authority and Possible Action to Select a Permanent Executive Director
4. CITIZEN PARTICIPATION

**ADJOURNMENT**

Members of the public who are disabled and require special accommodations or assistance at the meeting must notify the Executive Director in writing at 340 N. 11th Street, Las Vegas, Nevada 89101 or P.O. Box 1897, Las Vegas, Nevada 89125, OR by calling (702) 922-6850, no later than three working days prior to the meeting.

## CERTIFICATE OF POSTING

I, the undersigned, hereby certify that I am an employee of the Housing Authority of the City of Las Vegas, Nevada; that I posted a copy of the above Notice on the 12th day of August 2010, in Las Vegas City Hall, at 400 E. Stewart; in the Lobby of the Regional Justice Center at 200 S. Lewis; in the Lobby of the Clark County Government Center at 500 S. Grand Central Parkway; in the Lobby of the Housing Authority Programs Division, at 380 North Maryland Parkway; outside the Administrative Offices of the Housing Authority, at 340 North 11<sup>th</sup> Street; and in the Lobby of the West Las Vegas Library, at 951 W. Lake Mead Blvd. Copies have also been posted at North Las Vegas Housing Authority at 1632 Yale St; North Las Vegas Police Department at 1301 E. Lake Mead Blvd; North Las Vegas City Hall at 2200 Civic Center; North Las Vegas Library at 2300 Civic Center; Clark County Housing Authority Administration Building, 5390 East Flamingo Road; Henderson City Hall at 240 S. Water Street and Janice Brooks Bay Administrative Office at 5201 Walnut Ave. Copies have also been posted at the following Development Offices: Aida Brents Gardens, 2120 Vegas Drive; Archie Grant Park, at Searles & Bruce; Arthur D. Sartini Plaza, 900 S. Brush; Arthur D. Sartini Plaza Annex, 5200 Alpine; Ernie Cragin Terrace, 559 Julian Circle; Harry Levy Gardens, 2525 W. Washington; James Down Towers, 5000 W. Alta; Marble Manor, 1320 Morgan; Howard Cannon Center, 340 North 11<sup>th</sup> Street; Rulon Earl Mobile Manor, 3901 E. Stewart, in the Community Room; Vera Johnson Manor "A", 1610 Harris #10; Vera Johnson Manor "B", 505 N. Lamb #1; and Sherman Gardens Annex, 900 Doolittle.

This Notice is also available at our Housing Authority Web Site at [www.haclv.org](http://www.haclv.org) or you may call our Information Line at 922-1170.



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MIKE PESCHL



Board of Commissioners:  
Dora D. LaGrande, Chairperson  
Brenda Williams, Vice Chairperson  
Haywood Carter, Commissioner  
Fr. Dave Casaleggio, Commissioner  
Matthew Mullin, Commissioner  
Tim O'Callaghan, Commissioner  
Debbie Patton, Commissioner  
Richard Sadler, Commissioner  
Shondra Summers-Armstrong, Commissioner  
Carl O. Rowe, Interim Executive Director/Secretary

NOTICE OF THE REGULAR MEETING OF THE  
BOARD OF COMMISSIONERS OF  
THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY,  
LAS VEGAS, NEVADA  
TO BE HELD ON THURSDAY, AUGUST 19, 2010, AT 12 NOON  
IN THE COMMISSION CHAMBERS  
340 N. 11<sup>TH</sup> STREET, LAS VEGAS, NEVADA

ALL ITEMS ON THIS AGENDA ARE FOR POSSIBLE ACTION UNLESS OTHERWISE NOTED

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. ACKNOWLEDGEMENT OF OUR DEPARTED
4. PRESENTATION TO HAYWOOD CARTER
5. PRESENTATION OF SNRHA SCHOLARSHIP AWARDS TO SEVEN PUBLIC HOUSING AND HOUSING CHOICE VOUCHER PROGRAM PARTICIPANTS
6. APPROVAL OF MINUTES of the Regular Meeting of July 15, 2010.
7. FOR DISCUSSION AND POSSIBLE ACTION: Public Hearings may be declared open by the Chairperson, as required, for any of the items on this Agenda designated for discussion and possible action. Public comment that is germane to the item may be solicited by the Chairperson on any item on this Agenda.

**DISCUSSION AND POSSIBLE ACTION**

- a) Approval to Adopt a Statement of Values, Vision & Mission Statement for the Southern Nevada Regional Housing Authority

- b) Approval to Award a Contract to Gates & McClain Construction, LLC, in the Amount of \$433,909.30 for Physical Accessibility and Energy Upgrades at Five (5) Neighborhood Stabilization Program (NSP) Homes
- c) Discussion and Possible Action to Award a Contract to Burke Construction Group, Inc., for the Development of Perry Plaza Senior Housing
- d) Approval to Award Contract for Pest Control Services to Western Exterminator Company in the Amount of \$238,748.00

8. CITIZEN PARTICIPATION

Items raised under this portion of the Agenda cannot be deliberated or acted upon by the Housing Authority Commission until the notice provisions of the Open Meeting Law have been complied with. If you wish to speak on matters on or off the Agenda, please step to the podium and clearly state your name and address. In consideration of others, please avoid repetition and limit your comments to no more than three (3) minutes. To ensure all persons equal opportunity to speak, each subject matter will be limited to twelve (12) minutes. As a courtesy, we would also ask those not speaking to be seated and not interrupt the speaker or the Commission.

9. REPORTS

- a) Monthly Status Report
- b) Executive Director's Report: The Executive Director will discuss any issues deemed important.
- c) Commissioners' Report: Each Commissioner may give a verbal report on his/her assigned area.

**ADJOURNMENT**

The Southern Nevada Regional Housing Authority Chambers is fully accessible to individuals with disabilities. Members of the public who are disabled and require special accommodations or assistance at the meeting please call the Executive Director's office at (702) 922-6850 in advance of the meeting.

## CERTIFICATE OF POSTING

I, the undersigned, hereby certify that I am an employee of the Southern Nevada Regional Housing Authority, Las Vegas, Nevada; that I posted a copy of the above Notice on the 12th day of August 2010, in Las Vegas City Hall, at 400 E. Stewart; in the Lobby of the Regional Justice Center at 200 S. Lewis; in the Lobby of the Clark County Government Center at 500 S. Grand Central Parkway; in the Lobby of the Housing Authority Programs Division, at 380 North Maryland Parkway; outside the Administrative Offices of the Housing Authority, at 340 North 11<sup>th</sup> Street; and in the Lobby of the West Las Vegas Library, at 951 W. Lake Mead Blvd. Copies have also been posted at North Las Vegas Housing Authority at 1632 Yale St; North Las Vegas Police Department at 1301 E. Lake Mead Blvd; North Las Vegas City Hall at 2200 Civic Center; North Las Vegas Library at 2300 Civic Center; Clark County Housing Authority Administration Building, 5390 East Flamingo Road; Henderson City Hall at 240 S. Water Street and Janice Brooks Bay Administrative Office at 5201 Walnut Ave. Copies have also been posted at the following Development Offices: Aida Brents Gardens, 2120 Vegas Drive; Archie Grant Park, at Searles & Bruce; Arthur D. Sartini Plaza, 900 S. Brush; Arthur D. Sartini Plaza Annex, 5200 Alpine; Ernie Cragin Terrace, 559 Julian Circle; Harry Levy Gardens, 2525 W. Washington; James Down Towers, 5000 W. Alta; Marble Manor, 1320 Morgan; Howard Cannon Center, 340 North 11<sup>th</sup> Street; Rulon Earl Mobile Manor, 3901 E. Stewart, in the Community Room; Vera Johnson Manor "A", 1610 Harris #10; Vera Johnson Manor "B", 505 N. Lamb #1; and Sherman Gardens Annex, 900 Doolittle.

This Notice is also available at our Housing Authority Web Site at [www.snvrha.org](http://www.snvrha.org) or you may call our Information Line at 922-1170.



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Mike Peschl



Board of Commissioners:  
Dora D. LaGrande, Chairperson  
Brenda Williams, Vice Chairperson  
Fr. Dave Casaleggio, Commissioner  
Ida Ladmirault, Commissioner  
Matthew Mullin, Commissioner  
Tim O'Callaghan, Commissioner  
Debbie Patton, Commissioner  
Richard Sadler, Commissioner  
Shondra Summers-Armstrong, Commissioner  
Carl O. Rowe, Interim Executive Director/Secretary

NOTICE OF THE REGULAR MEETING OF THE  
BOARD OF COMMISSIONERS OF  
THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY,  
LAS VEGAS, NEVADA  
TO BE HELD ON THURSDAY, SEPTEMBER 16, 2010, AT 12:15 PM  
IN THE COMMISSION CHAMBERS  
340 N. 11<sup>TH</sup> STREET, LAS VEGAS, NEVADA

ALL ITEMS ON THIS AGENDA ARE FOR POSSIBLE ACTION UNLESS OTHERWISE NOTED

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. ACKNOWLEDGEMENT OF OUR DEPARTED
4. APPROVAL OF MINUTES of the Special Meeting of August 18, 2010 and the Regular Meeting of August 19, 2010.
5. FOR DISCUSSION AND POSSIBLE ACTION: Public Hearings may be declared open by the Chairperson, as required, for any of the items on this Agenda designated for discussion and possible action. Public comment that is germane to the item may be solicited by the Chairperson on any item on this Agenda.

**DISCUSSION AND POSSIBLE ACTION**

- a) Approval of Resolution No. SNRHA-13 to Adopt the Operating Budgets for the Southern Nevada Regional Housing Authority for Fiscal Year Ending September 30, 2011
- b) Approval of the Annual Independent Audit Report for Period Ending December 31, 2010
- c) Approval of the Annual Independent Audit Report for Period Ending December 31, 2010

- d) Approval to Award Contract to MC Mojave Construction, LLC in the Amount of \$638,343.64 for the VCA Physical Accessibility Compliance at Schaffer Heights
- e) Approval to Award Contract to MC Mojave Construction, LLC in the Amount of \$289,328.24 for the VCA Physical Accessibility Compliance at Hampton Court
- f) Approval of Employee Medical Benefits Effective October 1, 2010
- g) Determination and Consideration of Approval of Relocation Allowance and Temporary Housing for the New Executive Director

6. CITIZEN PARTICIPATION

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## CERTIFICATE OF POSTING

I, the undersigned, hereby certify that I am an employee of the Southern Nevada Regional Housing Authority, Las Vegas, Nevada; that I posted a copy of the above Notice on the 10th day of September 2010, in Las Vegas City Hall, at 400 E. Stewart; in the Lobby of the Regional Justice Center at 200 S. Lewis; in the Lobby of the Clark County Government Center at 500 S. Grand Central Parkway; in the Lobby of the Housing Authority Programs Division, at 380 North Maryland Parkway; outside the Administrative Offices of the Housing Authority, at 340 North 11<sup>th</sup> Street; and in the Lobby of the West Las Vegas Library, at 951 W. Lake Mead Blvd. Copies have also been posted at North Las Vegas Housing Authority at 1632 Yale St; North Las Vegas Police Department at 1301 E. Lake Mead Blvd; North Las Vegas City Hall at 2200 Civic Center; North Las Vegas Library at 2300 Civic Center; Clark County Housing Authority Administration Building, 5390 East Flamingo Road; Henderson City Hall at 240 S. Water Street and Janice Brooks Bay Administrative Office at 5201 Walnut Ave. Copies have also been posted at the following Development Offices: Aida Brents Gardens, 2120 Vegas Drive; Archie Grant Park, at Searles & Bruce; Arthur D. Sartini Plaza, 900 S. Brush; Arthur D. Sartini Plaza Annex, 5200 Alpine; Ernie Cragin Terrace, 559 Julian Circle; Harry Levy Gardens, 2525 W. Washington; James Down Towers, 5000 W. Alta; Marble Manor, 1320 Morgan; Howard Cannon Center, 340 North 11<sup>th</sup> Street; Rulon Earl Mobile Manor, 3901 E. Stewart, in the Community Room; Vera Johnson Manor "A", 1610 Harris #10; Vera Johnson Manor "B", 505 N. Lamb #1; and Sherman Gardens Annex, 900 Doolittle.

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Mike Peschl



# Nevada State Contractors Board

2510 Corporate Circle, Suite 200 Henderson NV 89074 (702)466-1100 Fax: (702)466-1190 Investigations: (702)466-1110  
 5670 Gateway Drive, Suite 100 Reno NV 89521 (775)686-1141 Fax: (775)686-1271 Investigations: (775)686-1150  
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**License Number: 0066946** **Current Date: 08/03/2010 02:47 PM** (mm/dd/yyyy)  
 Business Primary Name: **GATES & MCCLAIN CONSTRUCTION LLC** License Monetary **\$250,000.00**  
 DBA Limit:  
 Fictitious Business Name: **BUILT BY YVONNE**  
 Business Address: **27 QUIET MOON LN**  
**STE 4**  
**PMB 272**  
**LAS VEGAS, NV 89135**  
 Phone Number: **(702)604-3039**  
 Status: **Active**  
 Status Date: **11/24/2009** (mm/dd/yyyy)  
 Origin Date: **10/16/2006** (mm/dd/yyyy)  
 Expiration Date: **10/31/2010** (mm/dd/yyyy)  
 Business Type: **Limited Liability Company**  
 Classification(s): **B2 - RESIDENTIAL & SMALL COMMERCIAL**

<b>Principal Name</b>	<b>Relation Description</b>
<b>MCCLAIN, LESA</b>	<b>Managing Member Qualified Individual</b>
<b>ATKINSON GATES, YVONNE</b>	<b>Managing Member</b>

**Bonds**  
 Bond Type: **Surety Bond**  
 Bond Number: **6150076**  
 Bond Agent: **DEL RIAL, TERESA A**  
 Surety Company: **GREAT AMERICAN INSURANCE COMPANY**  
 Bond Amount: **\$15,000.00**  
 Effective Date: **11/24/2009** (mm/dd/yyyy)

**One Time Raise in Limits (Past 1 Year Only)**

Date Approved (mm/dd/yyyy)	Project Type	Project Name	Project Location	Bid Date (mm/dd/yyyy)	Approval Amount
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**One Time Raise in Limits (Past 1 Year Only)**

**07/28/2010**

**ENERGY  
UPGRADES &  
PHYSICAL  
ACCESSIBILITY**

**LAS VEGAS, NV**

**07/30/2010**

**\$550,000.00**

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2010-08-03 2:47:24 PM

# Famous Contractor Yvonne Atkinson Gates First Recipient Of The New Illegal Bid Award Process

Last Updated on Thursday, 26 August 2010 08:39  
Written by Rolando Larraz  
Wednesday, 25 August 2010 08:29



Local News - Local News

User Rating: ●●○○○ / 7

Poor Best **Rate**

Last year the U.S. Department of Housing and Urban Development ordered the three local housing authorities to combine into one. Since that time the Tribune has heard rumors of a painful shotgun marriage of the three government bureaucracies that was caused by HUD's recognition that the individual messes of each were just too much to clean up. Last night the SNRHA board made the final selection of a new Executive Director amidst the selected interviewee's plans to grow the organization so that working Nevadans can pay more taxes to support those who don't.

You may not know that a big part of why Southern Nevada was passed over for the last Obama Stimulus money was because money allocated to the housing authorities from the prior stimulus was never used. A few months ago the County Commission administered a public interrogation of County staffer Mike Pawlak for the delay and things began to move forward. The main pieces to the construction puzzle were about 80 houses and a \$10 million multifamily project.

We came to the board meeting to hear the award of the \$10 million budgeted Perry Plaza 80-unit multifamily project because minutes of a recent board agenda showed that the architect estimated the cost at \$12 million. Happily it bid at about \$8 million. This is one time that the interminable slowness of the former city housing authority fell to taxpayers' advantage. Construction costs continued to plummet during the year that the old city housing authority delayed the job. Let's hope that the job is not subject to the kind of boondoggle that we heard reported on all of SNRHA's other jobs while at the hearing.

The county bought the eighty houses at market value of about \$50,000 each and will spend about \$80,000 each on remodeling them with new curtains, carpet and air conditioners before renting them for almost nothing to area poor families. When complete, the houses will have increased in value to maybe \$65,000 each or less. So while you or I would expect to have a \$150,000 valuation after this, boondoggle efficiency at SNRHA apparently doesn't work that way. A general contractor, electrical contractor and plumber complained to the board that these jobs are being run incompetently and bid without plans. SNRHA supervisor Amparo Gamazo reported to the board that she had approval from the Nevada State Board of Architecture to use energy consultants in place of architects to put together the bid packages which included interior design finishes like paint, carpets, etc. We later learned that the bid packages sometimes include curtains and specification sections for landscaping, carpentry, electrical work and windows. Energy consultants practicing interior design approved by the architect's board? Sounds beautiful. Subcontractors were chided by commissioners for complaining when they reported that it was unclear what SNRHA wanted them to bid.

In the years 2004 and 2009, the old city authority and county authority signed (VCAs) Voluntary Compliance Agreements with HUD after being caught regularly violating the old 504 persons with disabilities regulations (ADA) Americans with Disabilities Act and similar regulations for about 35 years. During that time public comments make it appear that neither of the old housing authorities had projects that complied with the architectural requirements for people with disabilities. The HUD VCAs made them go back and correct all of their existing facilities which were built in violation of the laws. This VCA requirement forced the combined SNRHA to make five of the houses that they just bought usable by people with disabilities, such as wheelchair users.

The fireworks of the meeting came when Charles Partington, owner of MC Mojave Construction, reported to the board that the bidding was mishandled and not according to state law. He asked that the jobs be rebid, this time following the law. Partington said that he has built the same type of jobs for the old city authority where state law required him to pay Davis Bacon prevailing wages and that the bid document was saying that it was not required.

Gamazo told the board that SNRHA has had some exemption from state law and that it was not required. Apparently, the exemption was in existence all along and the money was misspent on all of the prior jobs which have been ongoing since before 2007. Board member Richard Sadler attempted to resort to personal attacks on Mojave but was mostly cut off by leadership procedures by board president Dora LaGrande.

Partington held up a big binder and said that there were no plans and nothing to bid from on many issues. He said that he was at a disadvantage because he knew what the SNRHA wanted but the bid book didn't explain it to the other contractors. He said that the bid was done as a design-build bid but not following state laws for that bid process. Board members either ignored this or didn't get it and kept referring to the low bidder. Low bidder government procurement is a one-step process that starts with properly prepared plans. Design-build starts with a list of criteria which is what the book contained. Partington told the board that there was no standard of quality so contractors could use 2x2 lumber or whatever was lowest quality for their bids. He noted that SNRHA was demanding high durability on the prior jobs due to the treatment that public housing frequently gets and pointed out that the board would end up paying more in the long run.

Partington said to the board that he was unable to get answers and was missing information that he needed to bid. Wanda Beckett, contracts officer with SNRHA, and Gamazo, specifically stated that the entire process had been properly followed according to SNRHA regulations and that those regulations specifically allowed contractors plenty of time to ask questions. An anonymous SNRHA staff member later gave the Tribune a copy of a fax of the prebid meeting minutes where project manager Ted Otokiti told contractors that the last day for questions was the day before the minutes arrived in contractors hands. So any questions that came up after the prebid were refused in writing by Otokiti. As most contractors don't look at the bid documents until they are at the prebid meeting, this effectively eliminated the bidders' ability to ask any informed questions. That would be the opposite of what was reported to the board by Beckett and Gamazo.

As the situation unfolded, board Chair LaGrange cut off all of the speakers including SNRHA consultants after three minutes, apparently cutting off disclosure of the full information of what was going on. Staff was allowed to speak for a long time refuting remarks and members of the public who spoke were never called back for follow-up. Important questions asked of the board by public speakers were ignored. Another item that brought the Tribune to this meeting was an anonymous letter from a subcontractor. Typical of public subcontractor complaints, one electrician asked the board why SNRHA staff was now bidding electricians with no electrical plans. He was never answered.

The one exception to the board asking no questions was a question by (Commissioner) Father Dave Casaleggio, who asked Partington if he had filed a complaint. Partington simply said "No" and immediately left the podium and the room at that point.

Midway through the hearing the county employee who assigned this work to the housing authority, Mike Pawlak, also assured the board that everything was done legally. He then left before hearing most of the complaints.

ADA and disability expert and housing authority paid VCA consultant Suzanne Thomas went up to the microphone many times as the SNRHA consultant; and a few times, apparently, as a member of the public. Sadler was bemoaning the fact that this work costs so much. Thomas reported to the board that she had offered to help SNRHA pick out houses that they could fix up for ADA at less construction costs before SNRHA bought the ones they bought, but that her offer was not considered.

Yvonne Atkinson Gates appeared before the board touting the quality of her work and performance. She was her old self, charming the board with that same public style that we saw before she left the County Commission in the midst of an FBI investigation and an investigation into her involvement with the now infamous UMC procurement scandal. Her architect identified himself as Winston Henderson and told the board that he has done many projects for the housing authority. This would not be something to brag about since Thomas is on prior public record as saying that none of the housing authorities' prior work, that she was aware of, was done correctly until she [Thomas] began supervising the projects. Apparently the board missed that point.

Gates told the board that she was imminently qualified because Gates and McClain had completed three of the SNRHA "Energy upgrade" houses. Those jobs are less than \$90,000 each and this one is over \$400,000. The contractors board Web site shows that "Gates and McClain" only had a \$250,000 bid limit and got a one-time bid increase to allow them to bid this job. According to the contractors board Web site the construction company is supposed to be using the assumed name "Design by Yvonne." The contractors board requirement is to use only one name at a time. This is a minor infraction. Search the company name and George Knapp to come up with some history on the company. Less than 24 hours before this board heavily chastised its consultant for not asking some important questions on the new executive director candidates, but Gates' and Henderson's qualifications went unquestioned by the board.

As we had almost all we could stand and had to leave due to disgust, the last call for comments was made. An SNRHA architect consultant got the last three minutes before the buzzer. He told the board that if they wanted to get to the bottom of the situation they should ask for any correspondence from Partington to SNRHA or from SNRHA to him. He explained that according to NRS 338 (public works procurement) design-build procurement is a three-step process with the first step being proper advertising, which was not correctly done. He said that the second step was to select bidders not just on price but also qualifications because the list of conflicting requirements that contractors are given leaves the first step in an "apples and oranges" comparison. The last step would have been to compare the apples and oranges for the best value for SNRHA. He reported that this was not done. The architect also said that he personally witnessed Otokiti failing to tell all of the contractors the same information by saying some things in the prebid meeting when not all contractors were present. He said that SNRHA then failed to distribute the same information in the meeting minutes so that all contractors could have the same information on which to bid fairly. The architect left the podium at the buzzer but remained standing near the front of the room apparently mistakenly thinking that he would be recalled for more information. No board members asked for correspondence or questions of the witness. He eventually sat down after looking ridiculous for standing there when it was obvious he would not be recalled.

Commissioner Shondra Summers-Armstrong then asked SNRHA attorney for information. Their attorney said that he was very familiar with NRS 338. The attorney said that SNRHA's architect had no standing. Some mumbling mention was made of the correspondence, and none of the commissioners missed that they had better hurry and confuse the issue of refusing to ask for evidence. Conspicuously absent from the attorney's explanation was any assertion that the report of illegal activities would void the bid if investigated and found to be true. No commissioners asked the lawyer if what they were about to vote on was legal nor did he offer an answer to that obvious question.

Board members asked interim director who they last night passed over for permanent director, Carl Rowe, to assure them that everything was done legally. Rowe was not asked for correspondence between SNRHA and Partington as the last speaker suggested. Rowe who is not an attorney then offered a legal opinion that it was legal. The entire board then unanimously voted to award the contract thereby violating state public works procurement

law. Commissioner O'Callahan was absent.

Various members of the board then proceeded to chastise Partington in his absence. Sadler said that it was a good thing that he left because he [Sadler] had something to say about the poor quality of his performance. Two board members said that they took personal offence at Partington addressing the board as "yoose people" when saying "I've done a lot of work for yoose people." Partington, a former plumber, has a down home speaking style yet improved himself to the status of general contractor. Those board members were then followed by Father Dave who said the he had seen all of Partington's prior work and thought it to be very well done and implying it was a good value. The remaining board members showed no interest in that subject. Board President LaGrange publicly rebuked the architect for reporting to the board that something illegal was done by staff. He then apologized. The Tribune tried to contact many of the participants of this fiasco and got no replies in the one intervening day between the board meeting and our submission deadline. On our way out we were handed some items by unknown persons.

One of the subcontractors at the meeting told us how frustrated they [the subcontractors] were that the board disregarded their public comments and rejected their input by praising staff. They alleged that SNRHA refused to disclose the publicly opened bids at the bid opening with Gamazo, telling Partington and the other contractors in attendance that she would release the bids after the board meeting. Government entities customarily read the names of subcontractors and their prices in order to encourage general contractors to find the cheapest subcontractors. To date SNRHA has not disclosed the names of the subcontractors nor their bid amounts as is customary in government bids. Given the history of Gates' multiple Nevada Ethics Commission reprimands, this is more than suspicious. The Tribune reached Amparo Gamazo on Friday and got the runaround when we tried to obtain copies of the bids. She was also asked for correspondence between SNRHA and the contractors. Her answer to that request was to send us to Carl Rowe. Past requests to public agencies for either request by the Tribune have usually resulted in a fax within minutes.

The item concluded when commissioner Shondra Summers-Armstrong pronounced that it was a new day at the housing authority. She said that they are no longer the county or the city housing authorities and that they are now fully SNRHA and that this is a new paradigm. She and other board members congratulated staff for jobs well done. She said that under the new bidding system things would be different. If it were really true that inventing an illegal way to award one contractor over another was something new or different in Clark County, where would our government be?

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## "Construction Gate" Problem At The Southern Nevada Regional Housing Authority Fans Out In All Directions

*Last Updated on Tuesday, 07 September 2010 07:02*  
*Written by Rolando Larraz*  
*Wednesday, 01 September 2010 00:00*



Local News - Local News

User Rating: ○○○○○ / 0

Poor      Best **Rate**

Writers at the Tribune are old enough to remember stories like that of Richard Nixon and Watergate. Some stories begin as a single item that merits reporting and then branches out in all directions and into dozens of stories. In light of the phone ringing off the hook with Housing Authority residents, contractors, subcontractors and everybody and his mother, son and daughter calling us to complain, we have decided to follow the article of last week with this followup and more in the future. We also got plenty of calls from Southern Nevada Regional Housing Authority (SNRHA); current and former residents and employees alleging just about anything that you can imagine. Most of it was unprovable and without evidence. We told most of the callers that we need physical evidence or multiple witnesses to report something. You have our address. Here is some idea of what credible evidence supports.

Last week we reported some very out of the ordinary activities at an SNRHA public board meeting associated with the award of a \$400,000 construction contract to Yvonne Atkinson Gates' construction company. Gates is a former Clark County Commissioner and school board member who left her County Commission seat in mid-year after multiple Nevada Ethics Commission reprimands and complaints of top casino executive Sheldon Adleson that she used her office to advocate for a business that she wanted to put in casinos. At the board meeting local construction company owner Charles Partington alleged that SNRHA staff violated multiple state laws in the bidding procedures. We were able to reach top level SNRHA staff member Amparo Gamazo to ask for public records and got the runaround. Fortunately, someone came through with the documents and we are publishing three letters here today. The first is a bid protest from Partington. The second was SNRHA Executive director Carl Rowe's reply, and the third a letter back from Partington. Combined, the letters lead to the conclusion of SNRHA staff bid-rigging the contract. The second conclusion is that these letters were addressed to the board and not Rowe, who wrote the reply. Did Rowe and SNRHA staff hide the mail from the board, to whom it was addressed? Did the board know?

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An amazing discovery during this investigation was that we decided to randomly look at a sample of six houses and apartments that the authority has rebuilt for people in wheelchairs. These other projects were built by multiple contractors. Only one was by Mojave. In only one of those units did we find a person occupying the residence while in a wheelchair. So SNRHA has spent about \$100,000 per house and \$50,000 per apartment remaking them with proper clearances, grab bars, sinks, showers, toilets and redoing the front sidewalks so that someone who is in a wheelchair could be helped and never put wheelchair users in some of them? We don't know how many millions of dollars are being wasted this way. The number of total units is unknown to us. Maybe the randomly picked projects are an unlucky sample? We can't say that this is conclusive. But, finding only one in this sample of six is a bad indicator.

During Partington's complaint he alleged that he needed a disability consultant to make sure that his design-build construction team designed a remodeling that fulfilled the federal regulations. Gates was the low bidder in part because SNRHA staff told some contractors that they didn't need one. So that cost was not in her bid.

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Local News - Local News

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Poor      Best **Rate**

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# Housing Authority Resident Dies While Awating "Reasonable Accommodation"

Written by Rolando Larraz  
Wednesday, 08 September 2010 00:00



Local News - Local News

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Poor Best Rate

At the start of every Southern Nevada Regional Housing Authority (SNRHA) board meeting they have a moment of silent respect for the residents who have died during the last month. The resident's names are read along with what complexes they lived in. We attended the August 19 board meeting which was no different. The Tribune was contacted by a friend of a deceased resident and told that SNRHA refused to help her with a basic need that federal law requires. She put in a request for a "Reasonable Accommodation" during 2007. For the sake of privacy and the dignity of the deceased we will be unable to tell you the name of the person or where she lived. She was a housing authority resident.

According to the Americans With Disabilities Act (ADA), SNRHA is required to provide such items as grab bars at toilets for the elderly, ramps for the wheelchair-bound, door bells for people who can't hear, and the like - depending upon the person's needs. SNRHA's residents in some communities do tend to be disproportionately elderly, so the needs tend to be the kind of items that we used as examples above.

Because the writers of the ADA and US Congress figured out that giving someone a grab bar is cheaper than paying for a nursing home, this is the law. During 2004 and 2009 the housing authorities were forced to enter into a VCA - "Voluntary Consent Agreement" - to cease their illegal refusal to comply with federal regulations. It then took years for SRNHA to inform the residents of their rights and to make a list of what the Housing Authorities had to do. Under the original agreement, the old (now combined) housing authorities had until the end of 2009 to complete the work which included a lot more than the Reasonable Accommodations. Your tax dollars are now spent redoing work that was originally mishandled by the housing authority.

During 2009, SNRHA continued to stall tenants making the requests while attempting to convince HUD that the new combined SNRHA entity should be released from its VCA. After SNRHA was through refusing some tenants and others died, they created a list of what they had to do and set about interviewing consultants for assuring compliance. During that process, SNRHA violated the civil rights of the person mentioned above who just died. Former County Housing Authority staff members Ted Otokiti and Wanda Beckett publicly disclosed the list, which included the names and personal medical conditions of the residents who were to get the work done. This is the one piece of evidence still on the public record to prove that this complaint was true, in the opinion of the Tribune staff.

SNRHA has a requirement in the Voluntary Compliance Agreement that it shall report to HUD at regular intervals regarding the progress of the VCA. After completely failing to make the deadline for the VCA, SNRHA was investigated by HUD in a surprise audit during the first quarter of 2010. SNRHA was found to be deficient and was given 30 days to come into compliance. Typical of a federal "White Wash Audit," HUD investigators found that SNRHA was deficient and affected no discipline. SNRHA gave the merger of the three housing authorities as an excuse and was allowed another 30 days to complete the work. It has now been more than three months and there is still no legal progress.

Although from the published list it is apparent that any competent contractor could have the work done in two weeks, Otokiti and Beckett have not really even begun to get the work done. You will remember these names from our story about Yvonne Atkinson Gates' contract last week.

Meanwhile, residents took us around and showed us that Otokiti is building illegal and unsafe ramps that can be seen without our entering any units of SNRHA. As residents claimed to be afraid that they will be put in a nursing home if they demand these things be done legally and safely, we chose to photograph these examples.

Just like the "Housing Authority Gate" story, this one fans out in all directions. During the consultant bidding for this work in January, Beckett "bungled" the process in almost the same way that SNRHA was accused of on the Atkinson Gates job. Questions were not answered timely and the activities of the staff caused one out-of-town consultant to withdraw.

As the job bid was extended, ADA compliance author Peter Stratton sent the following to SNRHA:

Ms. Beckett:

Unfortunately, the initial RFP was not well written or thought through fully enough before it was put out on the street. On January 5th I emailed questions on the RFP directly to you, as directed in the solicitation. At that time, the due date was January 15th. HACC issued its first Amendment on January 14th which extended the January 15th deadline to January 27th. Not only was the deadline extension amendment issued one day before the initial deadline, but none of the questions I posed were answered. Obviously, we had already forwarded our completed proposal to HACC on January 13th to ensure receipt by the January 15th deadline. Today - January 20th, 2010, I received answers to questions posed on January 5th, 2010.

In my experience, all of this is usually a good indication of bad things to come. To that end, please destroy our proposal; we will not be submitting another.

Thank you.

Peter A. Stratton

Mr. Stratton's words certainly turned out to be prophetic for one resident of SNRHA's boondoggle system. It has been three months since HUD auditors gave SNRHA 30 days to catch up. During the August Board meeting, SNRHA staff reported to the board that it takes five days for them to respond to reasonable accommodations requests.

The Tribune has no way of knowing how much money SNRHA's deliberate failure to comply with federal law for the 35 years has cost taxpayers. Clearly, from the construction projects underway to fix illegal work now, the cost is in the millions. If you or I ran a business that had these problems, heads would have rolled already. However, during the August board meeting the directors went out of their way to congratulate their staff for a job well done. In spite of the apparently deliberate plans to bid-rig some jobs, SNRHA staff continues to violate ADA, making it impossible for both contractors and professional consultants to comprehend what work scope to bid on. SNRHA staff continue to buikl illegal ramps and bid-rig contracts. SNRHA staff mentioned in this series of stories still have their jobs. The support by a Nevada public board of ongoing illegal activities is hardly a surprise. So much of this type of thing goes on that "Change" from the Obama administration simply means consolidating three smaller notorious government offices into one. Human nature being what it is they now have "consolidated" the worst of all three into one organization that congratulates itself and staff for illegal acts.

*Editorial Note: As of this writing we have been unable to get SNRHA to release the (Atkison Gates) "Construction Gate" bids or the audio tapes of the SNRHA board meetings. We are now expanding our investigation.*

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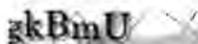
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# SNRHA staff has violated the law for over 35 years Broken Promises and Wasted Money

Last Updated on Wednesday, 15 September 2010 16:08  
Written by Rolando Larraz  
Wednesday, 15 September 2010 00:00



Local News - Local News

User Rating: ○○○○○ / 0

Poor      Best Rate

Congress voted for the Federal Rehabilitation Act of 1973 to empower individuals with disabilities to take care of themselves. That includes getting a job and not becoming a ward of the state. As taxpayers, we further supported that idea when Congress enacted the Americans with Disabilities Act in 1990. Both of these laws flew in the face of a major industry that has been fighting decline in every year since then. During the August 18 board meeting of the Southern Nevada Regional Housing Authority (combined from the three old housing authorities in January) the board members interviewed replacements for the office of Executive Director of their program. Discussion went to the topic of how to grow the program. It is apparent that encouragement to grow the program is strong from the board and that they support staff trying to do so, as they have.

Section 504 of the 1973 law and ADA are a particular problem for growing the program. As an example, they both require that people in wheelchairs can get to the bus stop - and that is the road to declining population in public housing. The bus stop leads to education and independence. In touring the facilities of SNRHA, we could see that it was obvious that this huge bureaucracy needs a captive group of dependant people to "help" in order to keep the bureaucrats' jobs and make work for its political allies as you have read in the "Construction Gate" stories recently run in the Tribune.

To that end for the last 35 years SNRHA has directed its architects, engineers and contractors to construct the public works projects now standing in violation of ADA and 504. In fact prior to getting caught red-handed in 2004 and entering into Voluntary Compliance Agreements (VCA) with the Department of Housing and Urban Development (HUD), the current housing authority and its predecessors never had a single program or project that was in compliance with these federal laws. Generations of residents have lived and died in public housing and nothing was done. It is apparent that this continues on today although the housing authority is under the VCA.

Last week we reported that while taxpayers are paying to redo work that this staff did wrong previously, SNRHA staff continues working and building in an illegal way at the same time.

If I were a businessman at the receiving end of this kind of fraud or deceit, I would be suing my engineers, contractors and architects unless I was complicit in the problem too. How many engineers, contractors and architects has SNRHA - or the former city, county or North Las Vegas housing authority - asked to pay damages? None. How many people have the housing authority or its predecessors sued? None? How many staff were fired for violating the law? None. Actually, staff are praised for doing a great job! When was the last illegal project bid out? In 2009. When was the last illegal construction done by SNRHA employees? Definitely this year, and probably last week. We don't have the time to follow them around, but we can see the pattern.

What about program access? Programs for the residents that are now under construction fail to comply with ADA also. Was anyone fired or disciplined for that? Again, no; but we heard praise at the board meeting for a job well done. "Let's make those residents as dependent upon the public dole as we can" seems to be the message.

If you were around Las Vegas to read the news media stories of what a cesspool the housing authorities were in 2000-2006, you understand the history of how this system is run. News stories published in 2003 report that HUD was investigating "threats" and "concerns" about suspicious contract awards. During 2003, Las Vegas Councilman Michael McDonald, Chairman of the City Housing Authority Board, received the first draft of the HUD investigation report at that time. HUD reported that there was no evidence that former County Commissioner Dario Herrera did anything of value for the \$50,000 consulting contract fee that the City Housing Authority paid him. Perhaps the involvement of the famous personages Yvonne Atkinson Gates, Dario, and Michael McDonald, in and of itself, is insufficient grounds for using the term "cesspool." The 2003 HUD investigation found "cavalier contracting processes" and that its late executive director "awarded work to the firms he desired" in the hiring of professional and consulting services. Board members were reported to have interfered in contracts. So nothing has changed since 2003 except now we have a big government entity doing these things. Everything that we wrote about this month was in the 2003 HUD investigation report.

During 2006 another HUD audit found that the City of Las Vegas Housing Authority awarded nearly half a million dollars in contracts without fair and open competition. There is little wonder why housing authority head of construction Ms. Amparo Gamazo still has not faxed over the Atkinson Gates job bids that I asked her for three weeks ago. Gamazo was an employee at the city Housing Authority in 2006. If everything was on the up and up, wouldn't

a person who was there for the 2006 disaster just fax over the evidence? Ask yourself why we have been unable to get the audio recordings of the board meetings.

Government employees don't change jobs much and many of the same people who got the City of Las Vegas Housing Authority in the papers then are running the construction program that we call "Construction Gate" now. In 2009 HUD spokesman Larry Bush noted the North Las Vegas Housing Authority's "unacceptable management practices and their effect on residents and taxpayers" in an interview regarding \$800,000 misused by the SNRHA predecessor. At that time, Carl Rowe, current Interim Executive Director of SNRHA, said that merging the three housing authorities would "serve to stem the problems..." "It will fare better... under a new regional entity."

Nine months into the new merged SNRHA entity, how is that working out for you, Carl? How long will it take for HUD to send someone to run the program legally and clean house of those involved in breaking the law? With the number of phone calls and reports that the Tribune is getting about this program, perhaps the better choice is to defund it and fire everybody involved. Thirty-five years worth of chances are enough.

Editorial Note: As of the editorial deadline, the Tribune is still receiving many phone calls making allegations against SNRHA and we have no reply to our request to see the bids in the "Construction Gate" story. We also have not received the audio recordings of recent board meetings that we requested under open meeting law regulations. For three weeks now subcontractors and others who refuse to be named have told the Tribune that staff mentioned in the SNRHA stories admitted that they are racing pell-mell to squander the stimulus money as fast as they can to "get rid of it" before the next Obama stimulus. When we heard this, we thought it to be absurd excuse-making. Contractors specifically told us "By the SNRHA September Board meeting" was the deadline. HUD Secretary Shaun Donovan announced Wednesday, Sept. 8, that Nevada is expected to get \$43 million in additional funding from the government to stabilize neighborhoods in areas hardest hit by foreclosures.

"March on, join bravely, let us to it pell-mell, If not to heaven then hand in hand to hell." Shakespeare's Richard III, circa 1593. Some things never change..

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## QUALIFICATION BASED SOLICITATION

### QBS # S10004 A/E Design Services For Indefinite Quantities

1. The Southern Nevada Regional Housing Authority (SNRHA) will accept proposals until **4:00 p.m. "local time" on Monday, July 26, 2010** at the SNRHA's Development/ Modernization Office, 340 North 11<sup>th</sup> Street, Suite #150, Las Vegas, Nevada, from qualified and licensed individual(s) or firm(s) to perform the following work:  
  
Provide A/E Design Services for an indefinite quantity of tasks not to exceed a period of one (1) year and/or \$25,000.00 with an option to renew for an additional (1) year and/or \$25,000.00 which may be extended, by mutual agreement, for up to five (5) years and/or for a total amount not to exceed \$100,000. Specific Scope of Work to be issued in Task Orders as situations arise.
2. Solicitation documents will be available on **Monday, June 28, 2010** at the SNRHA's Development/ Modernization Office, 340 N. 11<sup>th</sup> Street, Suite 150, Las Vegas, Nevada, Monday through Friday, 9:00 a.m. to 4:00 p.m. If acquired in person, prospective proposers are requested to present their business cards when receiving the documents. Further information may be obtained by contacting the Development/Modernization department, (702) 922-6060.
3. The SNRHA reserves the right to reject any or all proposals, to waive any informality in the process, or to terminate the process and award at any time.
4. No proposal submitted shall be withdrawn for a period of sixty (60) days subsequent to the opening of proposals, without the written consent of the SNRHA.
5. **This contract is subject to the conditions under Section 3 of the Housing and Urban Development Act of 1958, as amended, 12 U.S.C. 1701u (Section 3). The SNRHA's Section 3 Plan contains mandatory numerical goals for hiring of residents and low and very low-income persons on all construction contracts, service contracts and professional service contracts that contain a labor component.**
6. Portions of work awarded and performed as a result of this contract may be subject to the **"Buy American"** requirements under Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA).
7. Portions of work awarded and performed as a result of this contract may be subject to the **Transparency and Accountability** requirements under Section 1512(c)(3)(d) of the American Recovery and Reinvestment Act of 2009 (ARRA) which requires monitoring of jobs created and retained as a result of the project or activity being funded.
8. A Pre-Proposal Meeting is scheduled for **3:00 p.m. on Wednesday, July 7, 2010** in the SNRHA Commission Chambers, located at 340 N. 11<sup>th</sup> Street, Las Vegas, Nevada 89101, the purpose of which is to explain new SNRHA proposal requirements and to address any questions prospective proposers may have. Attendance is encouraged.
9. The SNRHA encourages Minority and Women-Owned (MBE and WBE) firms to submit proposals.
10. The SNRHA reserves the right to reject any and all solicitations at anytime during the process, to waive any informality in the process, or to terminate the process and award at any time.
11. Questions regarding this QBS will be taken via FAX ONLY at (702) 922-6080 until 12:00 noon on Monday, July 9, 2010

### SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

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Carl O. Rowe, PHM, Interim Executive Director

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Date