

**Manse & RCMS**

**Nye County School District Asphalt Sealing 2026**

**Nate Cardinal, MOSS Director**

**Nye County School District**

**Board of Trustees regular meeting**

**February 19<sup>th</sup>, 2026**

**Pahrump, Nevada**

**Agenda Item:**

**For Possible Action:**

**Award or reject bids for the asphalt sealing and restripe project at Manse Elementary and Rosemary Clarke Middle School from the following:**

- Anderson Asphalt & Striping – \$78,432.05
- Affordable Striping & Sealing, LLC – \$77,214.45

**Goal:**

**To preserve and extend the service life of the asphalt parking lots and drive areas at Manse Elementary School and Rosemary Clarke Middle School through crack sealing, asphalt sealing, restriping, and curb painting, improving safety, and overall site appearance while reducing long-term maintenance and replacement costs.**

**Discussion:**

The existing asphalt surfaces at Manse Elementary School and Rosemary Clarke Middle School show signs of aging, including surface deterioration, cracking, and fading of traffic markings. If left unaddressed, these conditions allow water intrusion that accelerates asphalt failure, leading to increased repair costs and the potential need for full pavement replacement.

This project proposes sealing existing cracks and applying a protective asphalt seal coat to prevent moisture penetration, slow oxidation, and extend the usable life of the pavement. In addition, restriping of parking stalls, drive lanes, crosswalks, and fire lanes will restore clear traffic patterns, improve pedestrian and vehicle safety, and ensure continued compliance with safety.

Beyond improving curb appeal, these improvements will reduce trip hazards, improve drainage performance, and lower long-term maintenance costs by delaying more extensive pavement repairs. Proactive asphalt maintenance represents a cost-effective approach to asset preservation and supports safe, well-maintained school facilities for students, staff, and visitors.

**Timeframe:**

Work is scheduled to take place during the Summer Break of 2026 to avoid disruption to students and staff. Completing the project while campuses are unoccupied by students will ensure safe working conditions, minimize noise and operational impacts, and allow the contractor to complete the work efficiently. RCMS will be serving lunch over the summer, and we will work with food service to make arrangements to accommodate the summer feeding program.

**Cost/Recommendation:**

I recommend awarding the asphalt sealing bid to Affordable Striping & Sealing, LLC for \$77,214.45 as the lowest responsible bidder. Funded out of Capital Projects

**Warranty:**

2-year materials workmanship warranty

**Attachments:**

Bid proposals from Affordable Striping & Sealing, LLC, and Anderson Asphalt & Striping.



Andersen Asphalt & Striping LLC

PO Box 750010

Las Vegas, NV 89136

Phone # 702-622-8601

Proposal To:

Nye County School District  
Manse Elementary School  
4881 Lola Ln  
Pahrump, NV 89060  
Contact: Keith Clark  
775-208-6682

## PROPOSAL

Proposal No: 260017

Date: 01/27/2026

Valid Until: 04/01/2026

Estimator:Jeff Andersen

Contact #:702.622.8601

QTY	DESCRIPTION	RATE	AMOUNT
148,435	(SF) Clean and Seal Asphalt with 2 Coats of Premium Sealcoat	0.175	25,976.13
	(LF) Clean and seal cracks wider than 1/4" with Elastoflex 380 hot crack sealer Did not see any cracks wider than 1/4"		0.00
4,621	(LF) Paint 4" White Stalls and Hash	0.45	2,079.45
3	(EA) Paint Handicap Stencils	45.00	135.00
1	(EA) Restripe basketball court	550.00	550.00
3	(LF) Paint Four Square Box Lines	250.00	750.00
2	(EA) Paint Hopscotch Squares	250.00	500.00
8	(EA) Restripe tetherball court	75.00	600.00
14	(EA) Paint Straight Arrow	60.00	840.00
4	(EA) Paint ONLY Stencil	75.00	300.00
1	(EA) 2' Bus Drop Off	85.00	85.00
11	(EA) Paint White Cross Walk Bars	35.00	385.00
1	(EA) Paint stop bar	35.00	35.00
125	(EA) 12" Line up Circles 5 Lines of 25	8.00	1,000.00
690	(LF) Paint 12" White Lines with (3) 12" Number Stencils 6 lines of 115' with (3) 12" number Stencils	1.80	1,242.00



Andersen Asphalt & Striping LLC

PO Box 750010

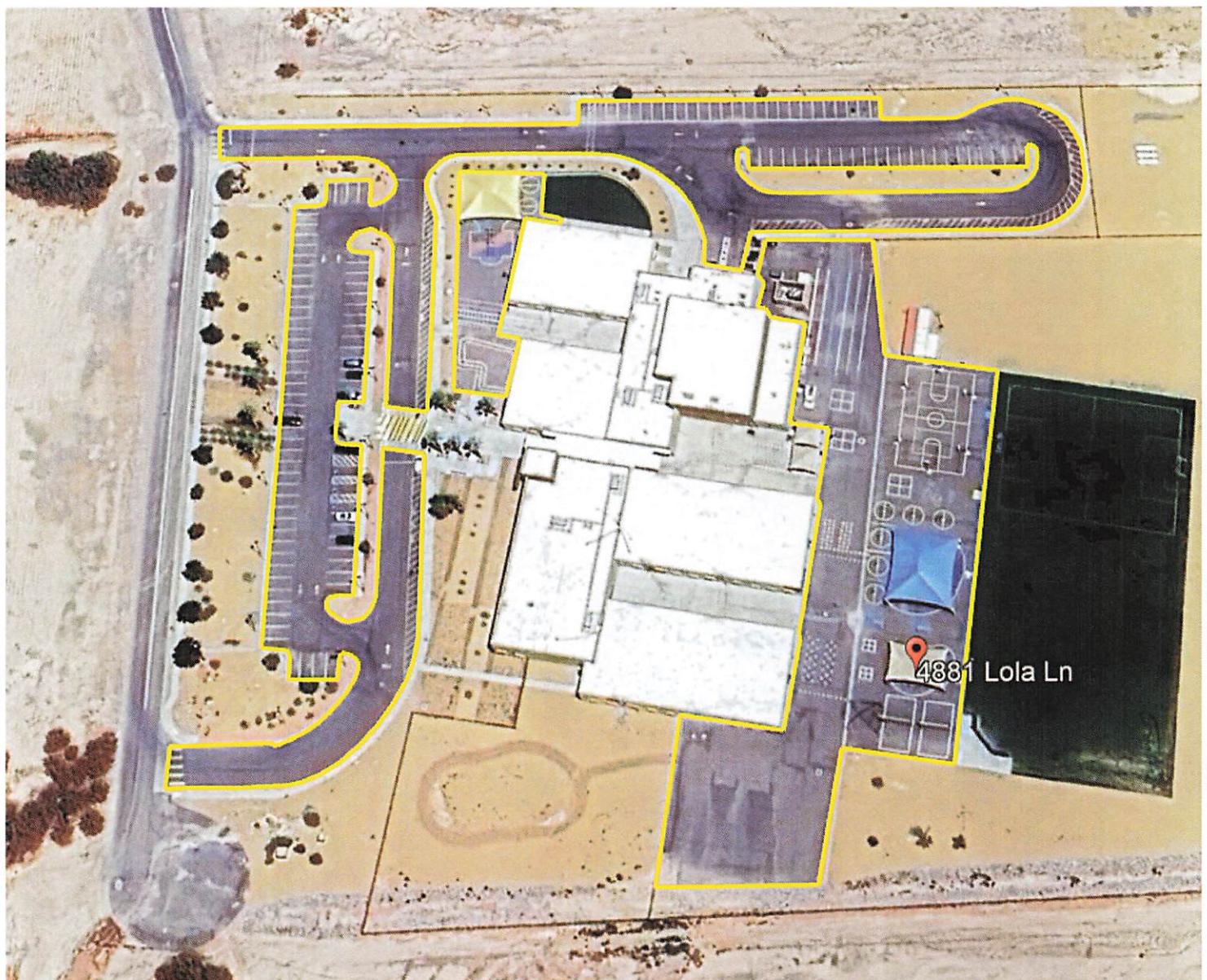
Las Vegas, NV 89136

Phone # 702-622-8601

1	(EA) Race Track	375.00	375.00
7	(EA) kindergarten Line up lines 8" Lines by 75' With 2 number stencils	85.00	595.00
<p>Note: Excludes cross walk bars on concrete but can be done for \$350</p>			
1,071	(LF) Paint Red Curbs W/ NO PARKING FIRE LANE Stencils	1.05	1,124.55
<p>SUBTOTAL</p>			
<p>TAX</p>			
			<b>TOTAL</b>
			<b>\$36,572.13</b>

By accepting this proposal, you understand and accept the terms and conditions on Attachment A Terms and Conditions. This proposal assumes that mutually agreeable commercial and legal terms and conditions will be reached. This proposal is bid for the line items and quantities listed above. If additional line items or quantities are required additional charges will apply. This proposal to form a part of any contract entered into. Insurance requirements beyond Andersen Asphalt & Striping's current limits to paid for by the requestor. Exclusions: Polyurea, Traffic Control, Traffic plans, Temp Striping, Surveying, Permits, and Cleaning of Roadway, Engineering. Nothing is implied or assumed, anything not specifically listed and itemized in not included. Due to the unstable oil market prices are only guaranteed for 30 days.

Proposal Acceptance Signature





Andersen Asphalt & Striping LLC

PO Box 750010

Las Vegas, NV 89136

Phone # 702-622-8601

Proposal To:

Nye County School District  
Rosemary Clark  
4201 N Blagg Rd  
Pahrump, NV 89060  
Contact: Keith Clark  
775-208-6682

## PROPOSAL

Proposal No: 260016

Date: 01/27/2026

Valid Until: 04/01/2026

Estimator:Jeff Andersen

Contact #:702.622.8601

QTY	DESCRIPTION	RATE	AMOUNT
158,659	(SF) Clean and Seal Asphalt with 2 Coats of Premium Sealcoat	0.175	27,765.33
17,887	(LF) Clean and seal cracks wider than 1/4" with Elastoflex 380 hot crack sealer	0.38	6,797.06
3,768	(LF) Paint 4" White Stalls and Hash	0.46	1,733.28
6	(EA) Paint Handicap Stencils	45.00	270.00
5	(EA) Restripe basketball court	500.00	2,500.00
3	(LF) Paint Four Square Box Lines	225.00	675.00
29	(EA) Paint 4" 4 letter combo White Ex,(H104)	35.00	1,015.00
1,750	(EA) Paint Double Yellow 875x2	0.40	700.00
385	(LF) Paint Red Curb	1.05	404.25
		SUBTOTAL	
		TAX	
		<b>TOTAL</b>	<b>\$41,859.92</b>

By accepting this proposal, you understand and accept the terms and conditions on Attachment A Terms and Conditions. This proposal assumes that mutually agreeable commercial and legal terms and conditions will be reached. This proposal is bid for the line items and quantities listed above. If additional line items or quantities are required additional charges will apply. This proposal to form a part of any contract entered into. Insurance requirements beyond Andersen Asphalt & Striping's current limits to paid for by the requestor. Exclusions: Polyurea, Traffic Control, Traffic plans, Temp Striping, Surveying, Permits, and Cleaning of Roadway, Engineering. Nothing is implied or assumed, anything not specifically listed and itemized in not included. Due to the unstable oil market prices are only guaranteed for 30 days.



**Andersen Asphalt & Striping LLC**

PO Box 750010

Las Vegas, NV 89136

Phone # 702-622-8601

---

Proposal Acceptance Signature





4440 E Alexander Rd, Ste A  
Las Vegas, NV 89115

T 702-222-9009  
Approvals@affordablestriping.com  
License #67803, \$5,500,000 Limit  
DBE CERTIFIED

## ESTIMATE

DATE	1/8/2026
ESTIMATE#	20100-22499
SALES REP	AL&TB

SUBMITTED TO:  
Nye County School District  
P.O. Box 113  
Tonopah NV 89049

JOB NAME/LOCATION:  
Manse Elementary  
881 N Lola Ln  
Nate 775-513-3526  
ncardinal@nveschools.org

Description	Qty	Rate	Unit	Total
<b>BLACK OUT</b>				
Black Out Existing Straight Arrow Stencil	14		EA	0.00
<b>ASPHALT MAINTENANCE</b>				
Clean & Seal Cracks 1/4" & Wider with Hot Rubberized Crack Sealant. Excludes alligatorated areas, surface cracks & asphalt to concrete joint unless specified.	8,468	0.75	LF	6,351.00
Commercial: Broom & Blow Asphalt Surface Clean, Apply 2 Coats of Emulsified Sealcoat	141,142	0.15	SF	21,171.30
<b>RESTRIPING OVER SEALCOAT</b>				
Layout Over Sealcoat, Repaint Existing 4" Pavement Markings, Yellow	2,088	0.45	LF	939.60
Layout Over Sealcoat, Repaint Existing 4" Pavement Markings, White	2,376	0.45	LF	1,069.20
<b>RESTRIPING</b>				
Repaint Existing 4" Pavement Markings, Yellow	70	0.62	LF	43.40
<b>CURBS &amp; FIRE HYDRANTS</b>				
Paint Curb Red -L Curb	1,239	0.85	LF	1,053.15
Paint Curb Yellow - L Curb	30	0.85	LF	25.50
Paint Fire Hydrant Red	6	35.00	EA	210.00
Install Blue Reflector at Fire Hydrant	6	13.80	EA	82.80
<b>STENCILS</b>				
Paint Handicap Stencil - White	5	35.00	EA	175.00
Paint Parking Lot Straight Arrow, Stencil - Yellow	14	40.00	EA	560.00
Paint Basket Ball Court - Yellow	1	552.00	EA	552.00
Paint 2' BUS Stencil - White	3	9.00	EA	27.00
Paint 2' ONLY Stencil - White	4	12.00	EA	48.00
Paint Tether Ball Court - White	8	75.00	EA	600.00
Paint Four Square Court - White	5	75.00	EA	375.00
Paint Wall Ball Court - White	4	52.00	Ea	208.00
Paint 2'X10' Crosswalk Bars - White	10	24.00	EA	240.00
Paint 16' Stop Bar - White	1	38.00	EA	38.00
Paint 2' DROP OFF ZONE Stencil - White	5	33.00	EA	165.00
CUSTOM COLOR: Paint 12" Dot/Circle Stencil	173	20.00	EA	3,460.00
CUSTOM COLOR: Paint 1' X 1' Square With 6" Number Stencils - White	18	50.00	EA	900.00
CUSTOM COLOR: Paint 12" Stripe	823	1.50	E	1,234.50
Trip Charge	3	1,000.00	EA	3,000.00
<b>Total</b>				

ACCEPTANCE: The price, terms and conditions are hereby accepted and agreed to.

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



4440 E Alexander Rd, Ste A  
Las Vegas, NV 89115

T 702-222-9009  
Approvals@affordablestriping.com  
License #67803, \$5,500,000 Limit  
DBE CERTIFIED

## ESTIMATE

DATE	1/8/2026
ESTIMATE#	20100-22499
SALES REP	AL&TB

SUBMITTED TO:  
Nye County School District  
P.O. Box 113  
Tonopah NV 89049

JOB NAME/LOCATION:  
Manse Elementary  
881 N Lola Ln  
Nate 775-513-3526  
ncardinal@nveschools.org

Description	Qty	Rate	Unit	Total
NOTES Estimate is per the attached highlighted area Map and Site visit. This bid is based off THREE (3) Move-Ins. If additional Move-Ins are required they are subject to an additional charge of \$1000 per occurrence. *Existing curb paint to be removed by hand scraping. Flaked edges will be removed to give a cleaner appearance. Removal of existing paint will be minimal. All paint will not be removed. Recommendation to have curbs sand blasted if entire removal is desired. 1. Estimate is based upon current market price for materials. Due to unstable oil prices, estimate subject to change if not accepted and work started within 30 days. 2. Oil spots to be treated, but due to oil in asphalt, seal may not bond in those areas. 3. Tire turning marks are normal on newly applied Sealcoat. 4. New surface to remain tender for a few weeks and during hot temperatures. 5. Affordable Striping & Sealing, LLC is not responsible for damage to finished surface by garbage or delivery trucks, landscapers, or human/vehicle/animal tracking of fresh materials. 6. Crack Filling does not imply total crack elimination. Estimate excludes application of crackfill material to alligatorated areas.				

**Total** \$42,528.45

### TERMS & CONDITIONS:

Estimate only includes items specifically listed. Estimate is valid for 30 days. Work cannot be scheduled until written acceptance has received. Weather may cause a delay in job scheduling or completion. Affordable Striping & Sealing agrees to furnish all materials, labor, tools, equipment, supervision and supplies for the completion, in good workmanlike manner, or the work detailed. Payment due within 5 days of job completion. A service charge of 2.99% will be applied to delinquent accounts. We impose a surcharge of 3% on credit cards that is not greater than our cost of acceptance. We do not surcharge cash, checks, or debit cards.

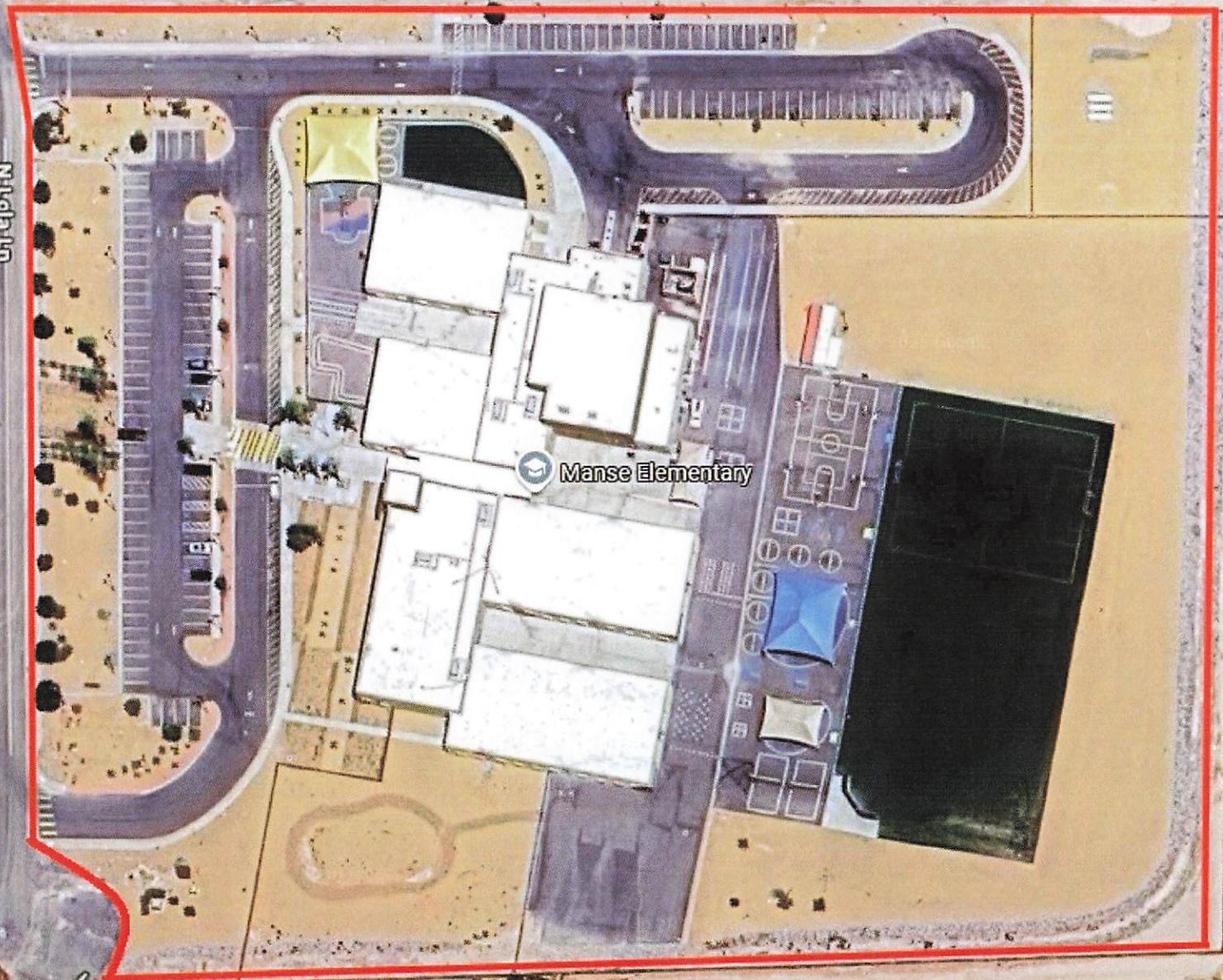
ACCEPTANCE: The price, terms and conditions are hereby accepted and agreed to.

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Manse Elementary School - 4881 N Lola Lane



N Lola Ln

Lola Ln



4440 E Alexander Rd, Ste A  
Las Vegas, NV 89115

T 702-222-9009  
Approvals@affordablestriping.com  
License #67803, \$5,500,000 Limit  
DBE CERTIFIED

## ESTIMATE

DATE	1/8/2026
ESTIMATE#	20100-22498
SALES REP	AL&TB

SUBMITTED TO:  
Nye County School District  
P.O. Box 113  
Tonopah NV 89049

JOB NAME/LOCATION:  
Rosemary Clark MS  
4201 N Blagg Rd  
Nate 775-513-3526  
ncardinal@nveschools.org

Description	Qty	Rate	Unit	Total
<b>ASPHALT MAINTENANCE</b>				
Clean & Seal Cracks 1/4" & Wider with Hot Rubberized Crack Sealant. Excludes alligatorated areas, surface cracks & asphalt to concrete joint unless specified.	10,013	0.75	LF	7,509.75
Clean & Seal Cracks 1" & Wider with Hot Rubberized Crack Sealant. Excludes alligatorated areas, surface cracks & asphalt to concrete joint unless specified.	100	3.75	LF	375.00
Commercial: Broom & Blow Asphalt Surface Clean, Apply 2 Coats of Emulsified Sealcoat	111,259	0.15	SF	16,688.85
<b>RESTRIPING OVER SEALCOAT</b>				
Layout Over Sealcoat, Repaint Existing 4" Pavement Markings, White	4,158	0.45	LF	1,871.10
Layout Over Sealcoat, Repaint Existing 4" Pavement Markings, Yellow	830	0.45	LF	373.50
<b>CURBS &amp; FIRE HYDRANTS</b>				
Paint Curb Red - L Curb	705	0.85	LF	599.25
Paint Curb Yellow - L Curb	443	0.85	LF	376.55
Paint Fire Hydrant Red	8	35.00	EA	280.00
Install Blue Reflector at Fire Hydrant	8	13.80	EA	110.40
<b>BOLLARDS</b>				
Paint Bollards, Yellow	6	25.00	EA	150.00
<b>STENCILS</b>				
Paint Handicap Stencil - White	9	45.00	EA	405.00
Paint 4" NO PARKING FIRE LANE Stencil - White	14	6.90	EA	96.60
Paint Basket Ball Court - White	5	525.00	EA	2,625.00
Paint 4 Square - White	3	75.00	EA	225.00
Trip Charge	3	1,000.00	EA	3,000.00
<b>NOTES</b>				
Estimate is per the attached highlighted area Map and Site visit.				
This bid is based off THREE (3) Move-Ins. If additional Move-Ins are required they are subject to an additional charge of \$1000 per occurrence.				
				<b>Total</b>

ACCEPTANCE: The price, terms and conditions are hereby accepted and agreed to.

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



4440 E Alexander Rd, Ste A  
Las Vegas, NV 89115

T 702-222-9009  
Approvals@affordablestriping.com  
License #67803, \$5,500,000 Limit  
DBE CERTIFIED

## ESTIMATE

DATE	1/8/2026
ESTIMATE#	20100-22498
SALES REP	AL&TB

SUBMITTED TO:  
Nye County School District  
P.O. Box 113  
Tonopah NV 89049

JOB NAME/LOCATION:  
Rosemary Clark MS  
4201 N Blagg Rd  
Nate 775-513-3526  
ncardinal@nveschools.org

Description	Qty	Rate	Unit	Total
1. Estimate is based upon current market price for materials. Due to unstable oil prices, estimate subject to change if not accepted and work started within 30 days. 2. Oil spots to be treated, but due to oil in asphalt, seal may not bond in those areas. 3. Tire turning marks are normal on newly applied Sealcoat. 4. New surface to remain tender for a few weeks and during hot temperatures. 5. Affordable Striping & Sealing, LLC is not responsible for damage to finished surface by garbage or delivery trucks, landscapers, or human/vehicle/animal tracking of fresh materials. 6. Crack Filling does not imply total crack elimination. Estimate excludes application of crackfill material to alligatorated areas.				
<b>Total</b>				\$34,686.00

### TERMS & CONDITIONS:

Estimate only includes items specifically listed. Estimate is valid for 30 days. Work cannot be scheduled until written acceptance has received. Weather may cause a delay in job scheduling or completion. Affordable Striping & Sealing agrees to furnish all materials, labor, tools, equipment, supervision and supplies for the completion, in good workmanlike manner, or the work detailed. Payment due within 5 days of job completion. A service charge of 2.99% will be applied to delinquent accounts. We impose a surcharge of 3% on credit cards that is not greater than our cost of acceptance. We do not surcharge cash, checks, or debit cards.

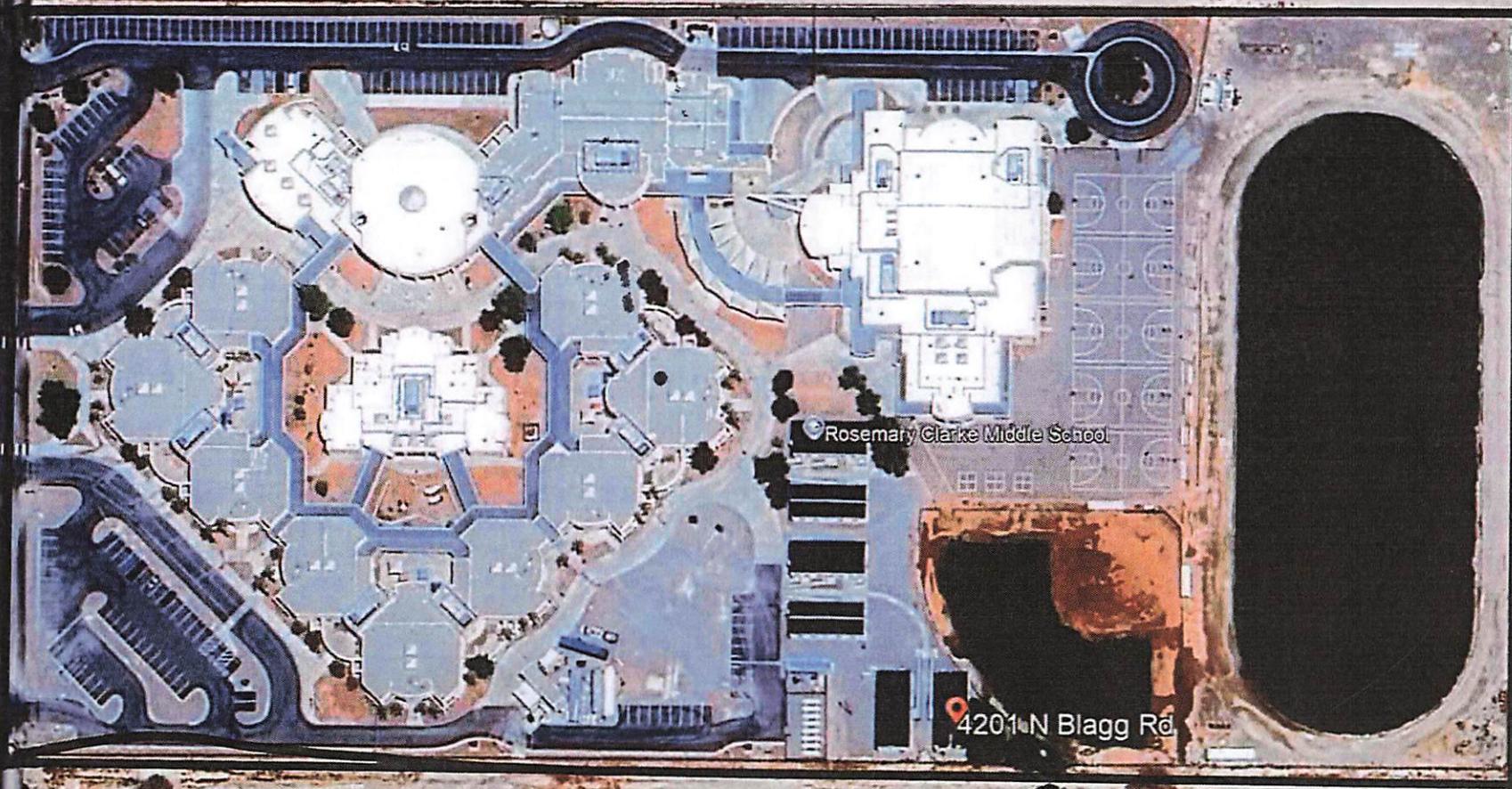
ACCEPTANCE: The price, terms and conditions are hereby accepted and agreed to.

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Rosemary Clarke MS  
4201 N. Blagg Rd.



# Warranty



**AFFORDABLE  
STRIPING & SEALING, LLC**

**WARRANTY:** Affordable Striping & Sealing, LLC warrants all sealcoat applications against defects in materials and workmanship for a period of two years from the date of application. We will honor all written claims under the following conditions and guidelines.

1. Affordable Striping & Sealing, LLC. cannot be responsible for damage of sealer due to lawn chemicals or sprinklers, or pets, foot or vehicle traffic allowed on asphalt before the appropriate sealer cure time.
2. Affordable Striping & Sealing, LLC. will not be responsible for sealer peeling and flaking due to oil or gas stains, wax residue, or tree sap on asphalt prior to application. (Sealer does not fully adhere to these materials.) Although we will not warrant this, we will attempt to prime and clean these areas to ensure the sealer adheres to the asphalt.
3. This two year warranty applies to all commercial and residential customers.
4. Affordable Striping & Sealing, LLC. will not be responsible for excessive wear of the finish due to leaking fuel and other solvents, pine and other tree saps, chemical spills, antifreeze, or harsh cleaning chemicals.
5. Warranty is null and void for any invoices which are not paid in full within 30 days of project completion.

**CONDITIONS:** All employees are covered by Workman's Compensation Insurance. All employees complete extensive training prior to employment and are full time professionals. All projects are supervised.

**SURFACE PREPARATION:** Cleaning the asphalt properly is crucial for sealcoat adhesion. Cleaning is done with high-powered commercial blowers and stiff bristled brooms. Oil spot treatment is provided for areas that have a buildup of oil deposits from leaking automobiles, however spots may still bleed through newly applied sealcoat.

**CRACK SEALING:** All crack sealing will be completed with a hot crack sealant. All structural cracks 1/4" or larger will be filled prior to seal coating unless specified. Surface cracks (nonstructural cracks) will be filled by the seal coating process to prevent water penetration. Cracks larger than 1" will be filled to prevent water penetration and be sealed to within 1/2" of the surface height. Settling of the crack sealing material is normal and will in no way affect the integrity of the process. Crack sealing will not make cracks disappear and cracks may still be visible after the seal coating process.

**SEALCOATING:** Sealcoat material is applied to create a uniform thickness on the entire asphalt surface. Concentrated sealer is mixed with a small percentage of water, per the manufacturer's guidelines to ensure our product lasts as designed. Sealcoating will not remedy low spots or hide defects in the surface. Affordable Striping & Sealing, LLC. will fully warranty surfaces that have been properly installed and have been either unsealed or previously prepared and sealed accordingly to industry standards. Surfaces sealed with inferior materials, or improperly prepared prior to our service may affect the long-term wear.

## Terms and Conditions

Estimate only includes items and location(s) specifically listed. The estimate is valid for thirty (30) days. Any estimate accepted by the Client more than 30 days past Quote date is subject to revision, updated pricing, or may be voided by Affordable Striping & Sealing ("Contractor"). Work will not be scheduled until written acceptance from Client has been received by Contractor. Client understands that weather may cause a delay in job scheduling or completion. Contractor agrees to furnish all materials, labor, tools, equipment, supervision and supplies for the completion of the work detailed in a good and workmanlike manner. Payment is due within thirty (30) days upon job completion. A service charge of 3% per month will be added to any unpaid invoice. The enclosed "Terms of Service" are incorporated fully into this agreement as though they had been fully set forth herein.

We impose a surcharge of 2.99% on credit cards payments that is not greater than our cost of acceptance. We do not surcharge cash, checks, or debit cards payment.

## Terms of Service

**TERMS AND CONDITIONS:** The undersigned agrees to the following terms and conditions of acceptance and payment for all services rendered upon completion of said services and/or materials.

**AUTHORITY:** Client represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the work to be performed on the premises.

**SCOPE OF WORK:** The estimate price only includes work and materials specifically indicated. Any deviation from the scope of work listed in the estimate require a Change Order. All agreements must be in writing.

**TIME FOR PERFORMANCE:** Contractor shall be given a reasonable time in which to commence and complete performance of this contract. Contractor shall not be responsible for delays or default where occasioned by any cause of any kind beyond its control, including but not limited to: delay caused by owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident involving hazardous waste or acts of God. Contractor shall be entitled to equitable adjustment in the contract for additional costs due to unanticipated project delays or acceleration. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Client shall first agree in writing to equitably adjust the contract amount to be paid to Contractor.

**EXCLUSIONS:** Contractor is not responsible for the following:

1. Any damage if barricades and/or any other means of traffic control are removed or taken down prior to the time specified for removal.
2. Any damage to cars, concrete, shoes, clothes, carpets, etc. as a result of persons or vehicles entering the job site area prior to the time allowed to do so.
3. Any damage to gates, sensors or loop sensors above or below the asphalt.
4. Any damage that is not the direct result of negligence or willful misconduct on the part of Contract or any of its respective subcontractors or employees.
5. Any reflective cracking or water draining problems as a result of pre-existing pavement conditions such as poor or unstable base conditions, improper grades, underlying water problems, etc.
6. Any pavement sinking or settling resulting from failure or settling of subgrade from water erosion, improper compaction, etc.
7. Any damage to underground utilities that are not clearly marked and specified in the scope of work and/or any illegal buried or placed utility lines.
8. Any permits, licenses, fees, etc., unless specifically required of Contractor by the terms of the contract
9. ADA compliance. If needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor is not responsible for claims related to pavement markings, or lack thereof, during or following project work.

**EMPLOYEES:** All of Contractor's employees are covered by Workman's Compensation Insurance. All employees complete extensive training prior to employment and are full time professionals. All projects are supervised.

**FORCE MAJEURE:** Contractor shall be excused from any delays in the completion of the project caused by acts of God, acts of Client or Client's employees, agents or subcontractors, inclement weather, lack of material availability, supply shortages, labor problems, governmental orders, pandemic, acts of utilities, public bodies and/or inspectors, extra work, failure of Client to promptly make progress payments, or other contingencies beyond the reasonable control of Contractor.

**INDEMNITY/HOLD HARMLESS:** Client and/or its employees and agents shall indemnify and hold Contractor harmless from any and all claims whatsoever involving the property upon which work is to be performed, including property damage, bodily injury or death, or any other occurrence other than resulting from the sole negligence or willful misconduct of Contractor, its employees or subcontractors.

**NOTICE OF RIGHT TO LIEN:** Nevada law permits persons who have performed labor or furnished materials for construction, removal, repair or improvement of any building or structure to file a lien against the property for unpaid amounts owed. This lien may be filed at any time after work is commenced or material is furnished, but not later than 120 days from the date in which Contractor last performed work or furnished materials or 120 days from the time the construction, removal, repair or improvement s terminated.

**ATTORNEYS' FEES:** In the event of litigation or collection efforts by the Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically, but not limited to, research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, Federal Express or other mail charges, taxable costs and disbursements.