

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

SILVERWING DEVELOPMENT, a Nevada  
corporation; J CARTER WITT III, an  
individual,

Appellants,

vs.

NEVADA STATE CONTRACTORS BOARD  
Respondents.

Electronically Filed  
Nov 22 2019 08:54 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**Supreme Court No.: 79134**

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**APPELLANTS' APPENDIX  
VOLUME 2**

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 2  
FIRE ALARMS**

This extension, dated September 29, 2014, is hereby made as an Addendum to Contract dated April 16, 2014 by and between SILVERWING DEVELOPMENT (the Contractor) and SYSTEMS OF NEVADA, INC. (the Subcontractor).

This Addendum will heretofore amend the Contract to include PHASE 2, BUILDINGS 27-46 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Sequence List
3. Billing Schedule of Values

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>	<u>Bldg</u>	<u>Price</u>	<u>Bldg</u>	<u>Price</u>
27	\$2248.70	34	\$2248.70	41	\$2248.70
28	\$2248.70	35	\$2248.70	42	\$2248.70
29	\$2248.70	36	\$2248.70	43	\$2248.70
30	\$2248.70	37	\$2248.70	44	\$2248.70
31	\$2248.70	38	\$2248.70	45	\$2248.70
32	\$2248.70	39	\$2248.70	46	\$2248.70
33	\$2248.70	40	\$2248.70		

TOTAL EXTENDED CONTRACT: \$44,974.00

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 10/24/14

SUBCONTRACTOR

By:

X

By: S. BEMUS

Date: 10/21/14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

X

By: Silverwing Development, Managing Member

Date: 10/24/14

BY:

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Measure up...use licensed contractors.

## License Search Details

Press "Previous Record" to view the previous record in the list

Press "Next Record" to view the next record in the list.

Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0077869**

**Current Date: 07/01/2016 03:08 PM** (mm/dd/yyyy)

**Business Primary Name:**

**SUMMERSCAPE LLC**

**License Monetary Limit: \$200,000.00**

**Business Address:**

**5295 Coggins Rd**

**RENO, NV 89506**

**Phone Number:**

**(775)677-7791**

**Status:**

**Active**

**Status Date:**

**04/28/2015** (mm/dd/yyyy)

**Origin Date:**

**04/10/2013** (mm/dd/yyyy)

**Expiration Date:**

**04/30/2017** (mm/dd/yyyy)

**Business Type:**

**Limited Liability Company**

**Classification(s):**

**C10 - LANDSCAPE CONTRACTING**

**Principal Name**

**ZAMARRIPA, RICARDO**

**VELAZQUEZ**

**CRUZ, MARIA NOEMI**

**Relation Description**

**Managing Member Qualified Individual**

**Managing Member Qualified Individual**

### Bonds

**Bond Type:**

**Surety Bond**

**Bond Number:**

**A270035453**

**Bond Agent:**

**ROGERS, ELIZABETH M**

**Surety Company:**

**PLATTE RIVER INSURANCE COMPANY**

**Bond Amount:**

**\$10,000.00**

**Effective Date:**

**04/05/2013** (mm/dd/yyyy)

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrieved from these pages.

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2016-07-01 3:08:22 PM

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# CONTRACT

## THE BUNGALOWS AT SKY VISTA

This Contract made as of the 13 day of January 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and SUMMERSCAPE, LLC, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-Quarry Bungalows, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures in Phase 1 as shown on the attached Sequence list (Exhibit-1), in the residential development known as THE BUNGALOWS AT SKY VISTA in Reno, Nevada, hereafter referred to as "THE BUNGALOWS."

NOW THEREFORE; Subcontractor agrees to complete work on THE BUNGALOWS as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for LANDSCAPING.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of ONE HUNDRED EIGHTY EIGHT THOUSAND, THREE HUNDRED NINETY EIGHT DOLLARS AND 0/100, (\$188,398.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated December 5, 2013, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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Contractor Initial

*[Signature]*

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Subcontractor Initial

*[Signature]*



completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

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Contractor Initial

*[Signature]*

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Subcontractor Initial

*[Signature]*

**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

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Contractor Initial 

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Subcontractor Initial 

or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR'S CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR'S Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR'S performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

Page 5 of 7

Contractor Initial

*JK*

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Subcontractor Initial

*MB*

**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.


**Notice:** By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.


**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

Contractor Initial 

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Subcontractor Initial 

**CONTRACTOR**

By: SILVERWING DEVELOPMENT, A Nevada Corporation

By: Doug Hunter

X

Date: 1/13/14

9650 Gateway Drive

Reno, NV 89521

Telephone: (775) 852-5300

Contractor License No. 0044017

**SUBCONTRACTOR**By: Summerscape LLCBy: Ricardo Zamarripa

X

Date: 1-13-2014Address: 7901 N. Virginia St. Reno NVTelephone: 775-677-7791 89458License No.: 77869Classification Code: C10**ACKNOWLEDGED BY:**

OWNER: SWD-Quarry Bungalows, LLC

By: SWD Partners, LLC

X

Date: 1/13/14

Rev. 11/8/13

Contractor Initial

Page 7 of 7

Subcontractor Initial

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 1**

This extension, dated April 22, 2014, is hereby made as an Addendum to Contract dated January 13, 2014 by and between Silverwing Development (the Contractor) and SummerScape, LLC (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDINGS 10, 15, 17, 25, 26, 24, 21, 20, 4, 5, Water Feature, and Trench of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Billing Schedule of Values

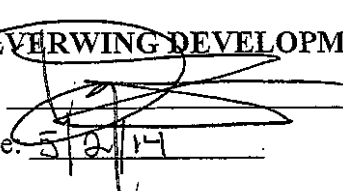
The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>	<u>Bldg</u>	<u>Price</u>
10	\$13,457	24	\$13,457
15	\$13,457	21	\$13,457
17	\$13,457	20	\$13,457
25	\$13,457	4	\$13,457
26	\$13,457	5	\$13,457
Water Feature	\$9,750	per Estimate # 110	
Trench for Conduit	\$10,620		

**TOTAL EXTENDED CONTRACT: \$154,940.00**

The above is hereby approved and accepted by:

**SILVERWING DEVELOPMENT, A Nevada Corporation**

By: 

Date: 5/2/14

**SUMMERSCAPE, LLC**

By: 

By (Print): Ricardo Zamarrin

Title: President

Date: 5/1/14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

By: Silverwing Development, Managing Member

X 

Date: 5/2/14

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# **THE BUNGALOWS AT SKY VISTA CONTRACT EXTENSION FOR PHASE 1**

This extension, dated October 20, 2014, is hereby made as an Addendum to Contract dated January 13, 2014 by and between Silverwing Development (the Contractor) and SummerScape, LLC (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDINGS 6, 7, 8, 1, of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

## 1. Billing Schedule of Values

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
6	\$13,457
7	\$13,457
8	\$13,457
1	\$13,457

**TOTAL EXTENDED CONTRACT: \$53,828.00**

The above is hereby approved and accepted by:

**SILVERWING DEVELOPMENT,**

A Nevada Corporation

X

By: Doug Hunter

Date: 10/24/14

**SUMMERSCAPE, LLC**

X

By: Ricardo Zamarripa

Date: 10/20/14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

By: Silverwing Development, Managing Member

X

Date: 10/24/14

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 2  
LANDSCAPING**

This extension, dated December 24, 2014, is hereby made as an Addendum to Contract dated January 13, 2014 by and between SILVERWING DEVELOPMENT (the Contractor) and SUMMERSCAPE, LLC (the Subcontractor).

This Addendum will heretofore amend the Contract to include PHASE 2, BUILDINGS 27-38 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Sequence List
3. Billing Schedule of Values #1

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>	<u>Bldg</u>	<u>Price</u>
27	\$16,250	34	\$16,250
28	\$16,250	35	\$16,250
29	\$16,250	36	\$16,250
30	\$16,250	37	\$16,250
31	\$16,250	38	\$16,250
32	\$16,250		
33	\$16,250		

TOTAL EXTENDED CONTRACT: \$195,000.00

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 12/29/14

SUBCONTRACTOR

By: SUMMERSCAPE, LLC

X

By: JOHN J COSTA

Date: 12-24-14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

X

By: Silverwing Development, Managing Member

Date: 12/29/14

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 2  
LANDSCAPING**

This extension, dated December 24, 2014, is hereby made as an Addendum to Contract dated January 13, 2014 by and between SILVERWING DEVELOPMENT (the Contractor) and SUMMERSCAPE, LLC (the Subcontractor).

This Addendum will heretofore amend the Contract to include PHASE 2, BUILDINGS 27-38 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Sequence List
3. Billing Schedule of Values #2

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>	<u>Bldg</u>	<u>Price</u>
39	\$16,250	46	\$16,250
40	\$16,250		
41	\$16,250		
42	\$16,250		
43	\$16,250		
44	\$16,250		
45	\$16,250		

TOTAL EXTENDED CONTRACT: \$130,000.00

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,  
A Nevada Corporation

X

By: Doug Hunter

Date: 12/29/14

SUBCONTRACTOR

By: Summerscape, LLC

X

By: John J Costa

Date: 12-24-14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

X

By: Silverwing Development, Managing Member

Date: 12/29/14

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Measure up...use licensed contractors.

## License Search Details

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Press "Next Record" to view the next record in the list.

Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0054871A**

**Current Date: 07/01/2016 01:50 PM** (mm/dd/yyyy)

Business Primary Name:

**INFINITY PAINTING & DECORATING INC**

License Monetary **\$200,000.00**  
Limit:

Business Address:

**625 SPICE ISLANDS DR  
STE G  
SPARKS, NV 89431  
(775)851-6041**

Phone Number:

Status:

**Active**

Status Date:

**02/05/2016** (mm/dd/yyyy)

Origin Date:

**03/15/2006** (mm/dd/yyyy)

Expiration Date:

**03/31/2018** (mm/dd/yyyy)

Business Type:

**Corporation**

Classification(s):

**C-4 - PAINTING & DECORATING**

**Principal Name**

**GIBBS, JASON LEE**

**Relation Description**

**President Qualified Individual**

### Bonds

Bond Type:

**Surety Bond**

Bond Number:

**1257758**

Bond Agent:

**BORDIGNON, LYNN E**

Surety Company:

**OLD REPUBLIC SURETY**

Bond Amount:

**\$10,000.00**

Effective Date:

**02/28/2009** (mm/dd/yyyy)

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2016-07-01 1:50:09 PM

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# CONTRACT

## THE BUNGALOWS AT SKY VISTA

This Contract made as of the 13<sup>th</sup> day of Dec., 2013 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and INFINITY PAINTING, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-Quarry Bungalows, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures in Phase 1 as shown on the attached Sequence list (Exhibit-1), in the residential development known as THE BUNGALOWS AT SKY VISTA in Reno, Nevada, hereafter referred to as "THE BUNGALOWS."

**NOW THEREFORE;** Subcontractor agrees to complete work on THE BUNGALOWS as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for PAINTING.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of SIXTY NINE THOUSAND, FIFTY DOLLARS AND 0/100, (\$69,050.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated November 6, 2013, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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Contractor Initial 

Subcontractor Initial 

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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

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Contractor Initial 

Subcontractor Initial 

**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR's CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR's Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**



**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

**Notice:** By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.


The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

Page 6 of 7

Contractor Initial 

Subcontractor Initial 

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**CONTRACTOR**

By: SILVERWING DEVELOPMENT, A Nevada Corporation

By: Doug Hunter

X

Date: 12/13/13

9650 Gateway Drive

Reno, NV 89521

Telephone: (775) 852-5300

Contractor License No. 0044017

**SUBCONTRACTOR**

By: INFINITY PAINTING

By: JASON GIBBS

X

Date: 12/13/13

Address: 625 Spce Island #6

Telephone: 775-251-6041

License No.: 34271A

Classification Code: CH

**ACKNOWLEDGED BY:**

OWNER: SWD-Quarry Bungalows, LLC

By: SWD Partners, LLC

X

Date: 12/13/13

Rev. 11/8/13

Contractor Initial

Subcontractor Initial

**SWD-QUARRY BUNGALOWS, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: THE BUNGALOWS @ SKY VISTA  
PHASE 1-CLUBHOUSE**

March 7, 2014 Contract Change Order #1 Infinity Painting	Original Contract Amount	\$69,050.00
	Total Previous Contract	
	Amount of this Change Order	\$2,083.00
	Revised Contract to Date:	\$71,133.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated December 13, 2013 between SWD-QUARRY BUNGALOWS, LLC and Infinity Painting (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Change interior paint scheme per attached drawing and add undercoat.	\$1458
Add Stain to 5 beams and Fireplace Mantle.	\$625

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:**

**SWD-QUARRY BUNGALOWS, LLC**

By: 

Date: 3/10/14

**INFINITY PAINTING**

By: 

Print Name/Title

Date: 3/10/14

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**THE BUNGALOWS @ SKY VISTA  
CONTRACT EXTENSION FOR PHASE 1**

This extension, dated April 21, 2014, is hereby made as an Addendum to Contract dated December 13, 2013 by and between Silverwing Development (the Contractor) and Infinity Painting (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDINGS 23, 22, 19, 18, 9, 2, 3, 10, 15, 17, 25, 26, 24 of THE BUNGALOW AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Billing Schedule of Values #2

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>	<u>Bldg</u>	<u>Price</u>
23	\$13640	10	\$9240
22	\$13640	15	\$9240
19	\$13640	17	\$17100
18	\$9240	25	\$9240
9	\$9240	26	\$13640
2	\$9240	24	\$9240
3	\$13640		

**TOTAL EXTENDED CONTRACT: \$149,980.00**

The above is hereby approved and accepted by:

**SILVERWING DEVELOPMENT, A Nevada Corporation**

By: \_\_\_\_\_

Date: 5/20/14

**ACKNOWLEDGED BY:**

Owner: SWD-Quarry Bungalows, LLC

By: Silverwing Development, Managing Member

X \_\_\_\_\_

Date: 5/20/14

**INFINITY PAINTING**

By: \_\_\_\_\_

By (Print): John Gibbs

Title: President

Date: 5/15/14

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 1**

This extension, dated November 4, 2014, is hereby made as an Addendum to Contract dated December 13, 2013 by and between Silverwing Development (the Contractor) and Infinity Painting (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDINGS 21, 20, 4, 5, 6, 7, 8, 1 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Billing Schedule of Values #3

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>	<u>Bldg</u>	<u>Price</u>
21	\$14770	1	\$14770
20	\$14770		
4	\$14770		
5	\$14770		
6	\$14770		
7	\$14770		
8	\$14770		

**TOTAL EXTENDED CONTRACT: \$118,160.00**

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 11/5/14

SUBCONTRACTOR NAME:

By:

X

By:

Date: 11/4/14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

X

By: Silverwing Development, Managing Member

Date: 11/5/14

RECEIVED  
BY: \_\_\_\_\_

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 2  
PAINTING**

This extension, dated October 2, 2014, is hereby made as an Addendum to Contract dated December 13, 2013 by and between SILVERWING DEVELOPMENT (the Contractor) and INFINITY PAINTING (the Subcontractor).

This Addendum will heretofore amend the Contract to include PHASE 2, BUILDINGS 27-39 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Sequence List
3. Billing Schedule of Values

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>	<u>Bldg</u>	<u>Price</u>
27	\$10750.00	34	\$15900.00
28	\$10750.00	35	\$15900.00
29	\$10750.00	36	\$15900.00
30	\$15900.00	37	\$15900.00
31	\$15900.00	38	\$15900.00
32	\$15900.00	39	\$15900.00
33	\$15900.00		

TOTAL EXTENDED CONTRACT: \$191,250.00

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 10/3/14

SUBCONTRACTOR

By: Infinity Painting

X

By: Jason Gibbs

Date: 10/2/14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

X

By: Silverwing Development, Managing Member

Date: 10/3/14

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 2  
PAINTING**

This extension, dated October 2, 2014, is hereby made as an Addendum to Contract dated December 13, 2013 by and between SILVERWING DEVELOPMENT (the Contractor) and INFINITY PAINTING (the Subcontractor).

This Addendum will heretofore amend the Contract to include PHASE 2, BUILDINGS 40-46 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Sequence List
3. Billing Schedule of Values

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
40	\$15900.00
41	\$15900.00
42	\$10750.00
43	\$15900.00
44	\$15900.00
45	\$15900.00
46	\$10750.00

TOTAL EXTENDED CONTRACT: \$101,000.00

The above is hereby approved and accepted by:

**SILVERWING DEVELOPMENT**

A Nevada Corporation

X

By: Doug Hunter

Date: 10/3/14

**SUBCONTRACTOR**

By: Infinity Painting

X

By: Jason Gibbs

Date: 10/2/14

**ACKNOWLEDGED BY:**

Owner: SWD Quarry Bungalows, LLC

X

By: Silverwing Development, Managing Member

Date: 10/3/14

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Measure up...use licensed contractors.

### License Search Details

Press "Previous Record" to view the previous record in the list

Press "Next Record" to view the next record in the list.

Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0075735**

**Current Date: 07/01/2016 01:57 PM** (mm/dd/yyyy)

**Business Primary Name:**

**BURKE ROOFING INC**

**License Monetary Limit: \$150,000.00**

**Business Address:**

**109 SHADOW MOUNTAIN DR**

**FERNLEY, NV 89408**

**Phone Number:**

**(775)745-9707**

**Status:**

**Active**

**Status Date:**

**01/29/2015** (mm/dd/yyyy)

**Origin Date:**

**02/23/2011** (mm/dd/yyyy)

**Expiration Date:**

**02/28/2017** (mm/dd/yyyy)

**Business Type:**

**Corporation**

**Classification(s):**

**C15A - ROOFING**

**Principal Name**

**BURKE, WILLIAM PATRICK**

**Relation Description**

**President Qualified Individual**

#### **Bonds**

**Bond Type:**

**Surety Bond**

**Bond Number:**

**MS2515123**

**Bond Agent:**

**JONES, LORI J**

**Surety Company:**

**GREAT AMERICAN INSURANCE COMPANY**

**Bond Amount:**

**\$10,000.00**

**Effective Date:**

**02/22/2011** (mm/dd/yyyy)

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[New Search](#)

2016-07-01 1:57:19 PM

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# CONTRACT

## THE BUNGALOWS AT SKY VISTA

This Contract made as of the 25 day of NOV, 20\_\_ (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and BURKE ROOFING INC., hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-Quarry Bungalows, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures in Phase 1 as shown on the attached Sequence list (Exhibit-1), in the residential development known as THE BUNGALOWS AT SKY VISTA in Reno, Nevada, hereafter referred to as "THE BUNGALOWS."

NOW THEREFORE; Subcontractor agrees to complete work on THE BUNGALOWS as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for ROOFING.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of ONE HUNDRED ONE THOUSAND, FIFTY DOLLARS AND 0/100, (\$101,050.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated October 28, 2013, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

Contractor Initial

Subcontractor Initial

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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

Contractor Initial



Subcontractor Initial



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**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

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or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR'S CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR'S Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR'S performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

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limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE** - SUBCONTRACTOR, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE** - SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

**Notice:** By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.


**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

Contractor Initial



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Subcontractor Initial 

**CONTRACTOR**

By: SILVERWING DEVELOPMENT, A Nevada Corporation

By: Doug Hunter

X

Date: 11/26/13

9650 Gateway Drive

Reno, NV 89521

Telephone: (775) 852-5300

Contractor License No. 0044017

**SUBCONTRACTOR**By: [Signature]By: Burke Ruffin JrX ITS President & CEODate: 11-25-13Address: 109 Shadow Mtn DrTelephone: Franky, NV 89408License No.: 75735Classification Code: C15A**ACKNOWLEDGED BY:**

OWNER: SWD-Quarry Bungalows, LLC

By: SWD Partners, LLC

X

Date: 12/3/12

Rev. 11/8/13

Contractor Initial [Signature]

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Subcontractor Initial [Signature]

**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 1**

This extension, dated April 29, 2014, is hereby made as an Addendum to Contract dated November 25, 2013 by and between SILVERWING DEVELOPMENT (the Contractor) and BURKE ROOFING, INC. (the Subcontractor).

This Addendum will heretofore amend the Contract to include Buildings 23, 22, 19, 18, and Maintenance Bldg of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following: \_\_\_\_\_

1. Billing Schedule of Values #2

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
23	\$21300
22	\$21300
19	\$21300
18	\$16025
Maint. Bldg.	\$1920

TOTAL EXTENDED CONTRACT: \$81,845.00

The above is hereby approved and accepted by:

**SILVERWING DEVELOPMENT, A Nevada Corporation**

By: \_\_\_\_\_

Date: 5/1/14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

By: Silverwing Development, Managing Member

X \_\_\_\_\_

Date: 5/1/14

**BURKE ROOFING, INC**

By: \_\_\_\_\_

By (Print): W.P. Burke

Title: President

Date: 4-29-14



**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 1**

This extension, dated July 30, 2014, is hereby made as an Addendum to Contract dated November 25, 2013 by and between SILVERWING DEVELOPMENT (the Contractor) and BURKE ROOFING, INC. (the Subcontractor).

This Addendum will heretofore amend the Contract to include Buildings 9, 10, 15, 2, 3, 17, 25, 24 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Billing Schedule of Values #3

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
9	\$16025
10	\$16025
15	\$16025
2	\$16025
3	\$21300
17	\$27000
25	\$16025
24	\$16025

TOTAL EXTENDED CONTRACT: \$144,450.00

The above is hereby approved and accepted by:

**SILVERWING DEVELOPMENT, A Nevada Corporation**

By: 

Date: 8-5-14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

By: Silverwing Development, Managing Member

X 

Date: 8-6-14

**BURKE ROOFING, INC**

By: 

By (Print): W Burke

Title: President

Date: 7-31-14

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 1**

This extension, dated August 29, 2014, is hereby made as an Addendum to Contract dated November 25, 2013 by and between SILVERWING DEVELOPMENT (the Contractor) and BURKE ROOFING, INC. (the Subcontractor).

This Addendum will heretofore amend the Contract to include Buildings 6, 7, 8, 1 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Billing Schedule of Values #5

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
6	\$21300
7	\$21300
8	\$21300
1	\$21300

TOTAL EXTENDED CONTRACT: \$85,200.00

The above is hereby approved and accepted by:

~~SILVERWING DEVELOPMENT~~

A Nevada Corporation

By: \_\_\_\_\_

Date: 9/3/14

**BURKE ROOFING, INC**

By: \_\_\_\_\_

By (Print): William Burke

Title: President

Date: 8-29-14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

By: Silverwing Development, Managing Member

X \_\_\_\_\_

Date: 9-3-14

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 1**

This extension, dated August 28, 2014, is hereby made as an Addendum to Contract dated November 25, 2013 by and between SILVERWING DEVELOPMENT (the Contractor) and BURKE ROOFING, INC. (the Subcontractor).

This Addendum will heretofore amend the Contract to include Buildings 26, 21, 20, 4, 5 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:-

1. Billing Schedule of Values #4

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
26	\$21300
21	\$21300
20	\$21300
4	\$22000
5	\$21300

**TOTAL EXTENDED CONTRACT: \$107,200.00**

The above is hereby approved and accepted by:

**SILVERWING DEVELOPMENT,**

A Nevada Corporation

By: \_\_\_\_\_

Date: 9/5/14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

By: Silverwing Development, Managing Member

X \_\_\_\_\_

Date: 9-5-14

**BURKE ROOFING, INC**

By: \_\_\_\_\_

By (Print): William Burke

Title: President

Date: 8-29-14

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 2  
ROOFING**

This extension, dated October 14, 2014, is hereby made as an Addendum to Contract dated November 25, 2013 by and between SILVERWING DEVELOPMENT (the Contractor) and BURKE ROOFING, INC. (the Subcontractor).

This Addendum will heretofore amend the Contract to include PHASE 2, BUILDINGS 27-33 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Sequence List
3. Exhibit 3 Colors per Bldg
4. Exhibit 3 Schemes
5. Billing Schedule of Values

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>	<u>Bldg</u>	<u>Price</u>
27	\$17,012.80	31	\$21,696.20
28	\$17,012.80	32	\$21,696.20
29	\$17,012.80	33	\$21,696.20
30	\$21,696.20		

**TOTAL EXTENDED CONTRACT: \$137,823.20**

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 10/16/14

SUBCONTRACTOR

By: W.F. Burke

X

By: President Burke Roofing

Date: 10-15-14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

X

By: Silverwing Development, Managing Member

Date: 10/16/14

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 2  
ROOFING**

This extension, dated October 14, 2014, is hereby made as an Addendum to Contract dated November 25, 2013 by and between SILVERWING DEVELOPMENT (the Contractor) and BURKE ROOFING, INC. (the Subcontractor).

This Addendum will heretofore amend the Contract to include PHASE 2, BUILDINGS 34-39 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Sequence List
3. Exhibit 3 Colors per Bldg
4. Exhibit 3 Schemes
5. Billing Schedule of Values

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>	<u>Bldg</u>	<u>Price</u>
34	\$21,696.20	38	\$21,696.20
35	\$21,696.20	39	\$21,696.20
36	\$21,696.20		
37	\$21,696.20		

TOTAL EXTENDED CONTRACT: \$130,177.20

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 10/16/14

SUBCONTRACTOR

By: W.F. Burke

X

By: President - Burke Roofing Inc.

Date: 10-15-14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

X

By: Silverwing Development, Managing Member

Date: 10/16/14

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**THE BUNGALOWS AT SKY VISTA  
CONTRACT EXTENSION FOR PHASE 2  
ROOFING**

This extension, dated October 14, 2014, is hereby made as an Addendum to Contract dated November 25, 2013 by and between SILVERWING DEVELOPMENT (the Contractor) and BURKE ROOFING, INC. (the Subcontractor).

This Addendum will heretofore amend the Contract to include PHASE 2, BUILDINGS 40-46 of THE BUNGALOWS AT SKY VISTA project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Sequence List
3. Exhibit 3 Colors per Bldg
4. Exhibit 3 Schemes
5. Billing Schedule of Values

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>	<u>Bldg</u>	<u>Price</u>
40	\$21,696.20	44	\$21,696.20
41	\$21,696.20	45	\$21,696.20
42	\$17,012.80	46	\$17,012.80
43	\$21,696.20		

TOTAL EXTENDED CONTRACT: \$142,506.60

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 10/16/14

SUBCONTRACTOR

By: W.P. Burke

X

By: President

Date: 10-15-14

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

X

By: Silverwing Development, Managing Member

Date:

10/16/14

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**EDGEWATER CONDOS**

<b>TRADE</b>	<b>COMPANY</b>
Doors/Trim/Hard	ABC Builders 36034 C-3B \$150,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$152,310.00</b>
<b>MONETARY LIMIT</b>	<b>\$150,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$2,310.00</b>
Cabinets	Reno Tahoe Cabinets & More71762A C-3 \$110,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$187,632.00</b>
<b>MONETARY LIMIT</b>	<b>\$110,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$77,632.00</b>
Plumbing	Zephyr Plumbing 74199 C-1D \$350,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$443,138.00</b>
<b>MONETARY LIMIT</b>	<b>\$350,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$93,138.00</b>
Framing	RDR Builders, Inc. 50382 B2 \$1,200,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$1,767,444.00</b>
<b>MONETARY LIMIT</b>	<b>\$1,200,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$567,444.00</b>
Painting	Infinity Painting 54871A C-4 \$200,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$222,750.00</b>
<b>MONETARY LIMIT</b>	<b>\$200,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$22,750.00</b>

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Measure up...use licensed contractors.

## License Search Details

Press "Previous Record" to view the previous record in the list

Press "Next Record" to view the next record in the list.

Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0036034**

**Current Date: 07/01/2016 01:15 PM** (mm/dd/yyyy)

Business Primary Name:

**A B C BUILDERS INC**

License Monetary **\$150,000.00**

Limit:

Business Address:

**7318 DIAMOND OAKS CT**

**SPARKS, NV 89436**

Phone Number:

**(775)815-6454**

Status:

**Active**

Status Date:

**06/27/2016** (mm/dd/yyyy)

Origin Date:

**06/07/1993** (mm/dd/yyyy)

Expiration Date:

**06/30/2018** (mm/dd/yyyy)

Business Type:

**Corporation**

Classification(s):

**C-3B - FINISH CARPENTRY**

**Principal Name**

**GILMORE, LEE JORDAN**

**GILMORE, LENN HARRISON**

**Relation Description**

**Vice President Qualified Individual**

**Vice President Qualified Individual**

### Bonds

Bond Type:

**Cash Bond**

Bond Number:

**CASH**

Bond Amount:

**\$10,000.00**

Effective Date:

**06/07/1993** (mm/dd/yyyy)

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrieved from these pages.

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[New Search](#)

2016-07-01 1:15:50 PM

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# CONTRACT

## EDGEWATER AT VIRGINIA LAKE CONDOS

This Contract made as of the 24 day of NOV, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and ABC BUILDERS, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE CONDOS in Reno, Nevada, hereafter referred to as "EDGEWATER."

**NOW THEREFORE;** Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for DOORS.TRIM.HARDWARE.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.


The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of ONE HUNDRED FOURTY ONE THOUSAND, SIXTY DOLLARS AND 00/100, (\$ 141,060.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated September 15, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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Contractor Initial 

Subcontractor Initial 

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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

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Contractor Initial 

Subcontractor Initial 

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**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR's CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR's Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

Contractor Initial

Subcontractor Initial

limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**




**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

**Notice:** By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

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Contractor Initial

*[Handwritten Initials]*

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Subcontractor Initial

*[Handwritten Initials]*

By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**By: SILVERWING DEVELOPMENT, A Nevada CorporationX By: Doug HunterDate: 12/2/14

9650 Gateway Drive

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**By: ABC BUILDERSX By: Lee J G / moreDate: 11/24/14Address: PO Box 2066 SparksTelephone: 815-6454License No.: 0036084Classification Code: C-3B**ACKNOWLEDGED BY:**OWNER: SWD-NVL, LLCX By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 12/2/14Contractor Initial JK

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Subcontractor Initial LG

**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
CONDOS**

Date: Contract Change Order #1	Original Contract Amount	\$141,060.00
ABC Builders	Total Previous Contract	
Doors.Trim.Hardware	Amount of this Change Order	\$4,800.00
	Revised Contract to Date:	\$145,860.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated November 24, 2014 between SWD-NVL, LLC and ABC BUILDERS (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Change entry doors to 2 panel without V grooves.
\$100.00 per door

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:****SWD-NVL, LLC**

X

By: Doug Hunter

Date:

3/4/15

**ABC BUILDERS**

X

By: Lee F Gilmore

Date:

3/4/15

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**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
CONDOS**

Date: Contract Change Order #2	Original Contract Amount	\$141,060.00
ABC Builders	Total Previous Contract	\$145,860.00
Doors.Trim.Hardware	Amount of this Change Order	\$6,450.00
	Revised Contract to Date:	\$152,310.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated November 24, 2014 between SWD-NVL, LLC and ABC BUILDERS (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Wall Caps missed on original bid.
Bldgs 1,2,4,5,6 \$1180.00 each
Labor for 5/8 Drywall
Bldg 3 \$550.00

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:****SWD-NVL, LLC**

X

By: Doug Hunter

Date:

6/4/15

**ABC BUILDERS**

X

By:

Date:

Lee J. Gilmore  
6/3/15

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Measure up...use licensed contractors.

## License Search Details

Press "Previous Record" to view the previous record in the list

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Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0071762A**

**Current Date: 07/01/2016 01:19 PM** (mm/dd/yyyy)

Business Primary Name:

**R J R BUILDERS LLC DBA**

License Monetary **\$110,000.00**  
Limit:

Fictitious Business Name:

**RENO TAHOE CABINETS & MORE**

Business Address:

**4792 Longley Ln**

**RENO, NV 89502**

Phone Number:

**(775)853-1224**

Status:

**Active**

Status Date:

**08/17/2015** (mm/dd/yyyy)

Origin Date:

**08/25/2011** (mm/dd/yyyy)

Expiration Date:

**08/31/2017** (mm/dd/yyyy)

Business Type:

**Limited Liability Company**

Classification(s):

**C-3 - CARPENTRY**

**Principal Name**

**RYCKEBOSCH, RANDAL JAMES**

**RYCKEBOSCH, ANGELA MARIA**

**Relation Description**

**Managing Member Qualified Individual**

**Member**

**Bonds**

Bond Type:

**Surety Bond**

Bond Number:

**A270007394**

Bond Agent:

**SKURLOCK, DEBBIE GAY**

Surety Company:

**PLATTE RIVER INSURANCE COMPANY**

Bond Amount:

**\$10,000.00**

Effective Date:

**08/23/2011** (mm/dd/yyyy)

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrieved from these pages.

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2016-07-01 1:19:06 PM

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# CONTRACT

## EDGEWATER AT VIRGINIA LAKE CONDOS

This Contract made as of the 25 day of Oct, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and RENO TAHOE CABINETS, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE CONDOS in Reno, Nevada, hereafter referred to as "EDGEWATER."

NOW THEREFORE; Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for CABINETS.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of ONE HUNDRED EIGHTY SEVEN THOUSAND, SIX HUNDRED THIRTY TWO DOLLARS AND 00/100, (\$187,632.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated August 19, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

Contractor Initial



Subcontractor Initial



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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

Contractor Initial

Subcontractor Initial

**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada; together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR's CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR's Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

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Contractor Initial 

Subcontractor Initial 

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limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

**Notice:** By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

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Contractor Initial

*[Handwritten Signature]*

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Subcontractor Initial

*[Handwritten Signature]*



By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**

By: ~~SILVERWING DEVELOPMENT, A Nevada Corporation~~

X

By: Doug Hunter

Date: 10/28/14

9650 Gateway Drive

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**

Reno Tahoe Cabinets

By: Randy Ryckebusch

X

By: [Signature]

Date: 10/28/14

Address: 3595 Airway Dr. Ste 405, Reno

Telephone: 975 853-1224

License No.: 717627

Classification Code: C-3

**ACKNOWLEDGED BY:**

OWNER: SWD-NVL, LLC

X

By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 10/28/14

Contractor Initial [Signature]

Page 7 of 7

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Subcontractor Initial [Signature]

**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
CONDOS**

Date: Contract Change Order #1 Reno Tahoe Cabinets Cabinets	Original Contract Amount	\$187,632.00
	Total Previous Contract	
	Amount of this Change Order	\$3,750.00
	Revised Contract to Date:	\$183,882.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated October 28, 2014 between SWD-NVL, LLC and RENO TAHOE CABINETS (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

2% Reduction in Contract amount.

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:**

**SWD-NVL, LLC**

X

By: Doug Hunter

Date: 12/11/14

**RENO TAHOE CABINETS**

X

By: Randy Ryckebusch

Date: 12/11/14

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**Nevada**™  
state contractors board

Measure up...use licensed contractors.

## License Search Details

Press "Previous Record" to view the previous record in the list

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Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0074199**

**Current Date: 03/04/2016 09:49 AM** (mm/dd/yyyy)

**Business Primary Name: ZEPHYR PLUMBING INC**

**License Monetary Limit: \$350,000.00**

**Business Address: 1080 LINDA WAY  
# 3  
SPARKS, NV 89431**

**Phone Number: (775)331-1277**

**Status: Active**  
**Status Date: 10/08/2015** (mm/dd/yyyy)  
**Origin Date: 12/01/2009** (mm/dd/yyyy)  
**Expiration Date: 12/31/2017** (mm/dd/yyyy)

**Business Type: Corporation**  
**Classification(s): C-1D - PLUMBING**

Principal Name	Relation Description
PASCHALL, DEBORAH JEAN	President
PASCHALL, DONALD FREDERICK	Employee Qualified Individual

Indemnitor Name	Effective Date of Indemnification	Date Indemnification Removed
PASCHALL, DONALD F & DEBORAH J	12/01/2009	

**Bonds**

<b>Bond Type:</b>	<b>Surety Bond</b>
<b>Bond Number:</b>	<b>A270010027</b>
<b>Bond Agent:</b>	<b>LANGFORD, CAROL A</b>
<b>Surety Company:</b>	<b>PLATTE RIVER INSURANCE COMPANY</b>
<b>Bond Amount:</b>	<b>\$15,000.00</b>
<b>Effective Date:</b>	<b>11/23/2011</b> (mm/dd/yyyy)

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Search Results

New Search Criteria

New Search

# CONTRACT

## EDGEWATER AT VIRGINIA LAKE CONDOS

This Contract made as of the 2 day of Oct, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and ZEPHYR PLUMBING, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE CONDOS in Reno, Nevada, hereafter referred to as "EDGEWATER."

NOW THEREFORE; Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for PLUMBING.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.


The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of FOUR HUNDRED TWENTY SIX THOUSAND, FOUR HUNDRED TWO DOLLARS AND 00/100, (\$426,402.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated August 4, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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Contractor Initial 

Subcontractor Initial 

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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

Contractor Initial



Subcontractor Initial



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**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.


**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR'S CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR'S Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR'S performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without




limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

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Contractor Initial

*[Handwritten Signature]*

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Subcontractor Initial *(B)*



**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

Notice: By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

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Contractor Initial



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Subcontractor Initial ()

By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**

By: SILVERWING DEVELOPMENT, A Nevada Corporation

X [Signature]

By: Doug Hunter

Date: 10/2/14

9650 Gateway Drive

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**

By: Zephyr Plumbing

X [Signature]

By: Don Paschall

Date: 10-2-14

Address: 10-80 Linda Wy #3 Sparks NV

Telephone: 775-331-1277

License No.: 0074199

Classification Code: C-10

**ACKNOWLEDGED BY:**

[Signature]  
OWNER: SWD-NVL, LLC

X [Signature]

By: SWD-NVL, LLC Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 10/3/14

**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
CONDOS**

Date: Contract Change Order #1 Zephyr Plumbing Plumbing	Original Contract Amount	\$426,402.00
	Total Previous Contract	
	Amount of this Change Order	\$16,736.00
	Revised Contract to Date:	\$443,138.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated October 2, 2014 between SWD-NVL, LLC and ZEPHYR PLUMBING (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Add 8 ice maker boxes per Bldg	
Add 4 BBQ stubs per Bldg	
Add 2 condensate drains in garages per Bldg	
Labor and material to return to hook up 8 mainlines after firewall installation	
Add pre plumb thru firewalls and return to complete	
Bldg 1 4-6 \$2231 each	\$8924.00
Bldg 2	\$3350
Bldg 3	\$4462
Total:	\$16,736.00

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:**

**SWD-NVL, LLC**

X

By: Doug Hunter

Date:

5/19/15

**ZEPHYR PLUMBING**

X

Don Paschall Zephyr Plumbing

By:

Don Paschall

Date:

5-18-15

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**nevada**™  
state contractors board

Measure up...use licensed contractors.

## License Search Details

Press "Previous Record" to view the previous record in the list

Press "Next Record" to view the next record in the list.

Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0050382**

**Current Date: 08/02/2016 11:29 AM** (mm/dd/yyyy)

**Business Primary Name: R D R PRODUCTION BUILDERS INC**

**License Monetary Limit: \$1,200,000.00**

**Business Address: 1806 W KETTLEMAN LN STE F  
LODI, CA 95242  
Phone Number: (209)368-7561**

**Status: Active**  
**Status Date: 09/24/2015** (mm/dd/yyyy)  
**Origin Date: 09/07/2000** (mm/dd/yyyy)  
**Expiration Date: 09/30/2017** (mm/dd/yyyy)

**Business Type: Corporation**  
**Classification(s): B2 - RESIDENTIAL & SMALL COMMERCIAL**

**Principal Name: DOS REIS, RON ANTHONY**  
**Relation Description: President Qualified Individual**

<b>Indemnitor Name</b>	<b>Effective Date of Indemnification</b> (mm/dd/yyyy)	<b>Date Indemnification Removed</b> (mm/dd/yyyy)
<b>RDR PRODUCTION BUILDERS INC</b>	<b>07/20/2000</b>	
<b>RONALD DOS REIS CONST/</b>	<b>07/20/2000</b>	
<b>DOS REIS MATERIAL LP</b>	<b>07/20/2000</b>	
<b>RONALD DOS REIS CONSTRUCTION</b>	<b>07/20/2000</b>	

**Bonds**  
**Bond Type: Surety Bond**  
**Bond Number: 69403295**  
**Bond Agent: WOOD, TERI L**  
**Surety Company: WESTERN SURETY COMPANY**  
**Bond Amount: \$30,000.00**  
**Effective Date: 10/23/2002** (mm/dd/yyyy)

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# CONTRACT

## EDGEWATER AT VIRGINIA LAKE CONDOS

This Contract made as of the 11<sup>th</sup> day of November, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and RDR PRODUCTION BUILDERS, INC. A Nevada entity in the process of being acquired by RDR Builders, LP, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE CONDOS in Reno, Nevada, hereafter referred to as "EDGEWATER."

**NOW THEREFORE;** Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for FRAMING.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of ONE MILLION, ONE HUNDRED SEVENTY EIGHT THOUSAND, TWO HUNDRED NINETY SIX 00/100, (\$1,178,296.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated November 11, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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Contractor Initial 

Subcontractor Initial 

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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

Contractor Initial



Subcontractor Initial



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**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

Contractor Initial

Subcontractor Initial (

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or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR'S CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR'S Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR'S performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without



limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

Contractor Initial

Subcontractor Initial (

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**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

**Notice:** By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**

By: SILVERWING DEVELOPMENT, A Nevada Corporation

X

By: Doug Hunter

Date: 11/15/14

9650 Gateway Drive

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**

By: Ron Dos Reis

X

By:

Date: November 13, 2014

Address: 1806 W. Kettleman Lane, Suite F Lodi Ca 95242

Telephone: (209) 368-1561

License No.: 50382

Classification Code: C-3

**ACKNOWLEDGED BY:**

OWNER: SWD-NVL, LLC

X

By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 11/17/14

Contractor Initial

Subcontractor Initial

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**EDGEWATER AT VIRGINIA LAKE CONDOS  
CONTRACT EXTENSION  
FRAMING**

This extension, dated November 11, 2014, is hereby made as an Addendum to Contract dated November 11, 2014 by and between SILVERWING DEVELOPMENT (the Contractor) and RDR PRODUCTION BUILDERS, INC. a Nevada entity in the process of being acquired by RDR Builders, LP (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDINGS 5 & 6 of the EDGEWATER AT VIRGINIA LAKE CONDOS project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Billing Schedule of Values #2

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
5	\$294,574.00
6	\$294,574.00

TOTAL EXTENDED CONTRACT: \$589,148.00

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 11/11/14

SUBCONTRACTOR

By: \_\_\_\_\_

X

By: \_\_\_\_\_

Date: November 13, 2014

RDR Production  
Builders, Inc.

Ron Das Reis

ACKNOWLEDGED BY:

Owner: SWD-NVL, LLC

X

By: Silverwing Development, Managing Member

Date: 11/17/14

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Measure up...use licensed contractors.

## License Search Details

Press "Previous Record" to view the previous record in the list

Press "Next Record" to view the next record in the list.

Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0054871A**

**Current Date: 07/01/2016 01:50 PM** (mm/dd/yyyy)

Business Primary Name:

**INFINITY PAINTING & DECORATING INC**

License Monetary **\$200,000.00**  
Limit:

Business Address:

**625 SPICE ISLANDS DR  
STE G  
SPARK5, NV 89431  
(775)851-6041**

Phone Number:

Status:

**Active**

Status Date:

**02/05/2016** (mm/dd/yyyy)

Origin Date:

**03/15/2006** (mm/dd/yyyy)

Expiration Date:

**03/31/2018** (mm/dd/yyyy)

Business Type:

**Corporation**

Classification(s):

**C-4 - PAINTING & DECORATING**

**Principal Name**

**GIBBS, JASON LEE**

**Relation Description**

**President Qualified Individual**

### Bonds

Bond Type:

**Surety Bond**

Bond Number:

**1257758**

Bond Agent:

**BORDIGNON, LYNN E**

Surety Company:

**OLD REPUBLIC SURETY**

Bond Amount:

**\$10,000.00**

Effective Date:

**02/28/2009** (mm/dd/yyyy)

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2016-07-01 1:50:09 PM

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# CONTRACT

## EDGEWATER AT VIRGINIA LAKE CONDOS

This Contract made as of the 9th day of 12, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and INFINITY PAINTING, hereinafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE CONDOS in Reno, Nevada, hereafter referred to as "EDGEWATER."

NOW THEREFORE; Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for PAINTING.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of ONE HUNDRED SEVENTY THREE THOUSAND, EIGHT HUNDRED SEVENTY FIVE DOLLARS AND 00/100, (\$173,875.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated November 13, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

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**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

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or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR's CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR's Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

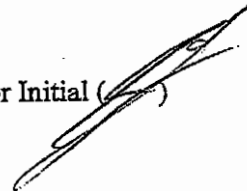
**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

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limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

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**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

Notice: By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

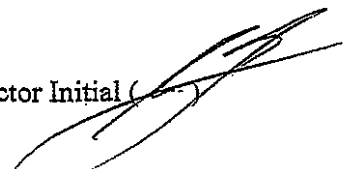
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Subcontractor Initial



By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**

By: SILVERWING DEVELOPMENT, A Nevada Corporation

X [Signature]

By: Doug Hunter

Date: 12/11/14

9650 Gateway Drive

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**

By: Infinity Paving

X [Signature]

By: Joe Gibbs

Date: 12/9/14

Address: 625 Spice Island #G

Telephone: 775-851-6041

License No.: 54871A

Classification Code: C21

**ACKNOWLEDGED BY:**

OWNER: SWD-NVL, LLC

X [Signature]

By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 12/9/14

Contractor Initial [Signature]

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Subcontractor Initial [Signature]

**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
CONDOS**

Date: Contract Change Order #1 Infinity Painting Painting	Original Contract Amount	\$173,875.00
	Total Previous Contract	
	Amount of this Change Order	\$7,500.00
	Revised Contract to Date:	\$181,375.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated December 9, 2014 between SWD-NVL, LLC and INFINITY PAINTING (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Add paint to all garages. Color to be Dover White eggshell. \$1500.00 per Bldg.

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:****SWD-NVL, LLC**

X

By: Doug Hunter

Date:

5/7/15

**INFINITY PAINTING**

X

By: JASON GIBBS

Date:

5/11/15

**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
CONDOS**

Date: Contract Change Order #3 Infinity Painting Painting	Original Contract Amount	\$173,875.00
	Total Previous Contract	\$181,375.00
	Amount of this Change Order	\$3,400.00
	Revised Contract to Date:	\$184,775.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated December 9, 2014 between SWD-NVL, LLC and INFINITY PAINTING (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Add paint to open stair rails in all plan 2 units in buildings 4 and 5.
---

\$1700.00 per building

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:**

**SWD-NVL, LLC**

X \_\_\_\_\_

By: Doug Hunter

Date: 9/8/15

**INFINITY PAINTING**

X \_\_\_\_\_

By: Jason Gibbs

Date: 9/3/15

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**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
CONDOS**

Date: Contract Change Order #4	Original Contract Amount	\$34,775.00
Infinity Painting	Total Previous Contract	\$36,275.00
Painting	Amount of this Change Order	\$1,700.00
	Revised Contract to Date:	\$37,975.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated December 9, 2014 between SWD-NVL, LLC and INFINITY PAINTING (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Add paint to open stair rails in all plan 2 units in building 6.
\$1700.00 per building

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:****SWD-NVL, LLC**

X

By: Doug Hunter

Date:

9/8/15

**INFINITY PAINTING**

X

By:

Jam Gibbs

Date:

9/3/15

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**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
CONDOS**

Date: Contract Change Order #2 Infinity Painting Painting	Original Contract Amount	\$34,775.00
	Total Previous Contract	
	Amount of this Change Order	\$1,500.00
	Revised Contract to Date:	\$36,275.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated December 9, 2014 between SWD-NVL, LLC and INFINITY PAINTING (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Add paint to all garages. Color to be Dover White eggshell. \$1500.00 per Bldg.

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:**

SWD-NVL, LLC

X

By: Doug Hunter

Date:

5/7/15

INFINITY PAINTING

X

By: JASON HUBBS

Date:

5/11/15

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**EDGEWATER APARTMENTS**

<b>TRADE</b>	<b>COMPANY</b>
Windows	Preferred Window Products 78698 C-8 \$225,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$504,580.00</b>
<b>MONETARY LIMIT</b>	<b>\$225,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$279,580.00</b>
Doors/Trim/Hard	ABC Builders 36034 C-3B \$150,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$583,805.00</b>
<b>MONETARY LIMIT</b>	<b>\$150,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$433,805.00</b>
Cabinets	Reno Tahoe Cabinets & More 71762A C-3 \$110,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$604,243.00</b>
<b>MONETARY LIMIT</b>	<b>\$110,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$494,243.00</b>
Countertops	US Granite 63194 C19 \$350,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$502,209.00</b>
<b>MONETARY LIMIT</b>	<b>\$350,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$152,209.00</b>
Fire Alarms	Systems of Nevada 42143 C-2C/C-2D \$35,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$95,437.45</b>
<b>MONETARY LIMIT</b>	<b>\$35,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$60,437.45</b>
Plumbing	Zephyr Plumbing 74199 C-1D \$350,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$1,961,479.00</b>
<b>MONETARY LIMIT</b>	<b>\$350,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$1,611,479.00</b>
Framing	RDR Builders, Inc. 50382 B2 \$1,200,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$4,160,703.00</b>
<b>MONETARY LIMIT</b>	<b>\$1,200,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$2,960,703.00</b>
Painting	Infinity Painting 54871A C-4 \$200,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$565,994.50</b>
<b>MONETARY LIMIT</b>	<b>\$200,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$365,994.50</b>
Roofing	Burke Roofing 75735 C15A \$150,000.00
<b>PROVIDED CONTRACT AMOUNT</b>	<b>\$246,170.00</b>
<b>MONETARY LIMIT</b>	<b>\$150,000.00</b>
<b>OVER LIMIT \$</b>	<b>\$96,170.00</b>

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Measure up...use licensed contractors.

## License Search Details

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**License Number: 0078698**

**Current Date: 07/01/2016 02:08 PM** (mm/dd/yyyy)

Business Primary Name:

**PREFERRED WINDOW PRODUCTS  
INCORPORATED**

License Monetary **\$225,000.00**  
Limit:

Business Address:

**1855 OLYMPIC BLVD  
STE 225  
WALNUT CREEK, CA 94596  
(925)262-1908**

Phone Number:

Status:

**Active**

Status Date:

**06/14/2016** (mm/dd/yyyy)

Origin Date:

**01/31/2014** (mm/dd/yyyy)

Expiration Date:

**01/31/2018** (mm/dd/yyyy)

Business Type:

**Corporation**

Classification(s):

**C-8 - GLASS & GLAZING**

**Principal Name**

**PIERCE, SARA JEAN  
RANDEV, ANGELA MARIE  
ATIENZA**

**Relation Description**

**President Qualified Individual  
CFO**

### Bonds

Bond Type:

**Surety Bond**

Bond Number:

**NV32828**

Bond Agent:

**WARMER JR, WILLIAM W**

Surety Company:

**MERCHANTS BONDING COMPANY (MUTAL)**

Bond Amount:

**\$15,000.00**

Effective Date:

**01/17/2014** (mm/dd/yyyy)

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2016-07-01 2:08:40 PM

# CONTRACT

## EDGEWATER AT VIRGINIA LAKE APARTMENTS

This Contract made as of the 10 day of Dec, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and PREFERRED WINDOW PRODUCTS, INC., hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE APARTMENTS in Reno, Nevada, hereafter referred to as "EDGEWATER."

**NOW THEREFORE;** Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for WINDOWS.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of FIVE HUNDRED FOUR THOUSAND, FIVE HUNDRED EIGHTY DOLLARS AND 00/100, (\$504,580.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated July 30, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily


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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

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Contractor Initial

Subcontractor Initial

**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand. *Based on Availability.*

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR's CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR's Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."


**SECTION 16A: DEFENSE** - SUBCONTRACTOR, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE** - SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

Contractor Initial 

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Subcontractor Initial 

**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

Notice: By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

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Contractor Initial 

Subcontractor Initial 

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By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

~~CONTRACTOR~~

By: ~~SILVERWING DEVELOPMENT, A Nevada Corporation~~

**X**

By: Doug Harten

Date: 12/2/14

9650 Gateway Drive Suite 201

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**

By:

By: [Signature]  
X [Signature]

X<sub>2</sub>

By: Keith Buttafava

By:

Date: 12/10/14

Address: 101 N. Front St. Rio Vista CA

Telephone: 707-374. 3823

License No.: 78698

Classification Code: C8

ACKNOWLEDGED BY:

~~OWNER: SWD-NVL, LLC~~

x5

By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 12/11/14



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Press "New Search" to select a different search.

**License Number: 0036034**

**Current Date: 07/01/2016 01:15 PM** (mm/dd/yyyy)

**Business Primary Name: A B C BUILDERS INC**

**License Monetary Limit: \$150,000.00**

**Business Address: 7318 DIAMOND OAKS CT  
SPARKS, NV 89436**

**Phone Number: (775)815-6454**

**Status: Active**

**Status Date: 06/27/2016** (mm/dd/yyyy)

**Origin Date: 06/07/1993** (mm/dd/yyyy)

**Expiration Date: 06/30/2018** (mm/dd/yyyy)

**Business Type: Corporation**

**Classification(s): C-3B - FINISH CARPENTRY**

Principal Name	Relation Description
GILMORE, LEE JORDAN	Vice President Qualified Individual
GILMORE, LENN HARRISON	Vice President Qualified Individual

### Bonds

**Bond Type: Cash Bond**

**Bond Number: CASH**

**Bond Amount: \$10,000.00**

**Effective Date: 06/07/1993** (mm/dd/yyyy)

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# C O N T R A C T

## EDGEWATER AT VIRGINIA LAKE APARTMENTS

This Contract made as of the 24 day of NOV, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and ABC BUILDERS, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE APARTMENTS in Reno, Nevada, hereafter referred to as "EDGEWATER."

**NOW THEREFORE;** Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for DOORS.TRIM.HARDWARE.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of FIVE HUNDRED THIRTY SEVEN THOUSAND, TWO HUNDRED FOURTY DOLLARS AND 00/100, (\$537,240.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated September 15, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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Contractor Initial 

Subcontractor Initial 

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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

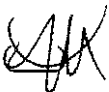
**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.





**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,




or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR'S CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR'S Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR'S performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without




limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

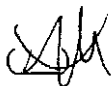
**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**




**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

Notice: By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

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Contractor Initial

*AK*

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Subcontractor Initial

*AK*



By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**By: SILVERWING DEVELOPMENT, A Nevada Corporation

X \_\_\_\_\_

By: Doug Hunter

Date: 12/1/14

9650 Gateway Drive Suite 201

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**By: ABC BUILDERSX L-J MLBy: Lee J GilmoreDate: 11/24/14Address: P.O. BOX 2066 SparksTelephone: 815-6454License No.: 0036034Classification Code: C-3BLees par 2 @ AOL.com**ACKNOWLEDGED BY:**

OWNER: SWD-NVL, LLC

X \_\_\_\_\_

By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 12/1/14Contractor Initial [Signature]

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Subcontractor Initial [Signature]

**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
CLUBHOUSE**

Date: Contract Change Order #1	Original Contract Amount	\$537,240.00
ABC Builders	Total Previous Contract	
Doors.Trim.Hardware	Amount of this Change Order	\$1,820.00
	Revised Contract to Date:	\$539,060.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated November 24, 2014 between SWD-NVL, LLC and ABC BUILDERS (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Supply and install accessories to Clubhouse. \$1820.00
Grab bars
Stainless steel trash can towel dispenser combo
Seat cover dispensers
Toilet paper rollers
Mirrors

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:**

**SWD-NVL, LLC**

X

By: Doug Hunter

Date:

12/31/14

**ABC BUILDERS**

X

By:

Lee J Gilmore Pres

Date:

12/30/14

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**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
CLUBHOUSE**

Date: Contract Change Order #2	Original Contract Amount	\$537,240.00
ABC Builders	Total Previous Contract	\$539,060.00
Doors.Trim.Hardware	Amount of this Change Order	\$7,340.00
	Revised Contract to Date:	\$546,400.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated November 24, 2014 between SWD-NVL, LLC and ABC BUILDERS (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Supply and install attic access doors. 44 total

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:****SWD-NVL, LLC**

X

By: Doug Hunter

Date: 6/4/15

**ABC BUILDERS**

X

By: Lee J. Gitmore

Date: 6/3/15

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SWD-NVL, LLC

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
CLUBHOUSE**

Date: Contract Change Order #3	Original Contract Amount	\$537,240.00
ABC Builders	Total Previous Contract	\$546,400.00
Doors.Trim.Hardware	Amount of this Change Order	\$24,240.00
	Revised Contract to Date:	\$570,640.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated November 24, 2014 between SWD-NVL, LLC and ABC BUILDERS (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Install Window Coverings
Building A - \$2160.00
Building B - \$2280.00

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:**

SWD-NVL, LLC

X

By: Doug Hunter

Date:

8/27/15

ABC BUILDERS

X

By:

Date:

Lee J Gilmore  
8/24/15

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**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
APARTMENTS**

Date: December 22, 2015	Original Contract Amount	\$537,240.00
Contract Change Order #4	Total Previous Contract	\$570,640.00
ABC Builders	Amount of this Change Order	\$13,165.00
Doors.Trim.Hardware	Revised Contract to Date:	\$583,805.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated November 24, 2014 between SWD-NVL, LLC and ABC BUILDERS (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Credit for attic access doors on Change Order #2. (\$1,335.00)
108, 20 minute fire rated Doors. \$14,500.00

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:****SWD-NVL, LLC**

X

By: Doug Hunter

Date: 1/4/16

**ABC BUILDERS**

X

By: Lee J Gilmore

Date: 1/2/16



Measure up...use licensed contractors.

## License Search Details

Press "Previous Record" to view the previous record in the list

Press "Next Record" to view the next record in the list.

Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

### License Number: 0071762A

Current Date: 07/01/2016 01:19 PM (mm/dd/yyyy)

Business Primary Name:

**R J R BUILDERS LLC DBA**

License Monetary Limit: **\$110,000.00**

Fictitious Business Name:

**RENO TAHOE CABINETS & MORE**

Business Address:

**4792 Longley Ln**

**RENO, NV 89502**

Phone Number:

**(775)853-1224**

Status:

**Active**

Status Date:

**08/17/2015** (mm/dd/yyyy)

Origin Date:

**08/25/2011** (mm/dd/yyyy)

Expiration Date:

**08/31/2017** (mm/dd/yyyy)

Business Type:

**Limited Liability Company**

Classification(s):

**C-3 - CARPENTRY**

### Principal Name

**RYCKEBOSCH, RANDAL JAMES**

**RYCKEBOSCH, ANGELA MARIA**

### Relation Description

**Managing Member Qualified Individual**

**Member**

### Bonds

Bond Type:

**Surety Bond**

Bond Number:

**A270007394**

Bond Agent:

**SKURLOCK, DEBBIE GAY**

Surety Company:

**PLATTE RIVER INSURANCE COMPANY**

Bond Amount:

**\$10,000.00**

Effective Date:

**08/23/2011** (mm/dd/yyyy)

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrieved from these pages.

[Previous Record](#)

[Search Results](#)

[New Search Criteria](#)

[New Search](#)

2016-07-01 1:19:06 PM

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# CONTRACT

## EDGEWATER AT VIRGINIA LAKE APARTMENTS

This Contract made as of the 28<sup>th</sup> day of Oct, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and RENO TAHOE CABINETS, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE APARTMENTS in Reno, Nevada, hereafter referred to as "EDGEWATER."

NOW THEREFORE; Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for CABINETS.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of SIX HUNDRED FOUR THOUSAND, TWO HUNDRED FORTY THREE DOLLARS AND 00/100, (\$ 604,243), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated August 19, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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Contractor Initial [Signature]

Subcontractor Initial [Signature]

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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

Page 2 of 7

Contractor Initial

Subcontractor Initial

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**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR'S CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR'S Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR'S performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

**Notice:** By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**

By: SILVERWING DEVELOPMENT, A Nevada Corporation

X

By: Doug Hunter

Date: 10/28/14

9650 Gateway Drive Suite 201

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**

By: Reno Tahoe Cabinets

X Randy Pyckebosch

By: Randy Pyckebosch

Date: 10/28/14

Address: 3595 Airway Dr. Ste 405

Telephone: 775 853-1224

License No.: 71762A

Classification Code: C-3

**ACKNOWLEDGED BY:**

OWNER: SWD-NVL, LLC

X

By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 10/28/14

Contractor Initial SH

345

Subcontractor Initial RP

**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
APARTMENTS**

Date: Contract Change Order #1 Reno Tahoe Cabinets Cabinets	Original Contract Amount	\$604,243.00
	Total Previous Contract	
	Amount of this Change Order	\$12,087.00
	Revised Contract to Date:	\$592,156.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated October 28, 2014 between SWD-NVL, LLC and RENO TAHOE CABINETS (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

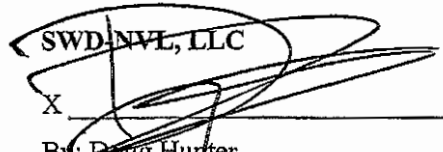
The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

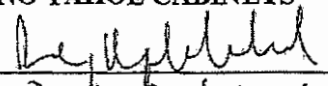
2% Reduction in Contract amount.

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:**

SWD-NVL, LLC  
  
 X \_\_\_\_\_  
 By: Doug Hunter  
 Date: 12/11/14

RENO TAHOE CABINETS  
  
 X \_\_\_\_\_  
 By: Randy Ryckebusch  
 Date: 12/11/14

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Measure up...use licensed contractors.

## License Search Details

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Press "Next Record" to view the next record in the list.

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Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0063194**

**Current Date: 07/01/2016 02:12 PM** (mm/dd/yyyy)

Business Primary Name:

**U S GRANITE NEVADA INC**

License Monetary **\$350,000.00**  
Limit:

Business Address:

**5350 CAPITAL CT  
#102**

Phone Number:

**RENO, NV 89502  
(775)857-4700**

Status:

**Active**

Status Date:

**03/18/2015** (mm/dd/yyyy)

Origin Date:

**05/25/2006** (mm/dd/yyyy)

Expiration Date:

**05/31/2017** (mm/dd/yyyy)

Business Type:

**Corporation**

Classification(s):

**C19 - INSTALL TERAZZO & MARBLE**

**Principal Name**

**LINCH, SHAWN DAVID**

**Relation Description**

**President Qualified Individual**

**Indemnitor Name**

**SIMONELLI, MICHAEL &  
KATHRYN**

**Effective Date of  
Indemnification** (mm/dd/yyyy)

**05/25/2006**

**Date Indemnification Removed**  
(mm/dd/yyyy)

**Bonds**

Bond Type:

**Surety Bond**

Bond Number:

**100308895**

Bond Agent:

**OWENS, PATRICIA**

Surety Company:

**AMERICAN CONTRACTORS INDEMNITY COMPANY**

Bond Amount:

**\$15,000.00**

Effective Date:

**04/25/2016** (mm/dd/yyyy)

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# CONTRACT

## EDGEWATER AT VIRGINIA LAKE APARTMENTS

This Contract made as of the 15<sup>th</sup> day of December, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and US GRANITE, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE APARTMENTS in Reno, Nevada, hereafter referred to as "EDGEWATER."

**NOW THEREFORE;** Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for SOLID SURFACE COUNTERTOPS.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of FIVE HUNDRED TWO THOUSAND, TWO HUNDRED NINE DOLLARS AND 00/100, (\$502,209.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated November 11, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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Contractor Initial

Subcontractor Initial

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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

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Contractor Initial

*JK*

Subcontractor Initial ( )

*[Signature]*

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**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

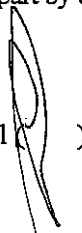
(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

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Contractor Initial



Subcontractor Initial



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or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR'S CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR'S Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR'S performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

Contractor Initial



Subcontractor Initial ( )

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limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE** - SUBCONTRACTOR, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE** - SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

Contractor Initial



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Subcontractor Initial (



**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

Notice: By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

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Contractor Initial

*[Handwritten Initials]*

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Subcontractor Initial

*[Handwritten Signature]*

By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**

By: SILVERWING DEVELOPMENT, A Nevada Corporation

X \_\_\_\_\_

By: Doug Hunter

Date: 11/18/14

9650 Gateway Drive Suite 201

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**

By: US GRADER

X \_\_\_\_\_

By: James W. W.

Date: 11/13/14

Address: 5350 Capital Ct. #102

Telephone: 775-857-4700

License No.: 0063194

Classification Code: C17

**ACKNOWLEDGED BY:**

OWNER, SWD-NVL, LLC

X \_\_\_\_\_

By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 11/18/14

Contractor Initial

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Subcontractor Initial (



Measure up...use licensed contractors.

## License Search Details

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Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0042143**

**Current Date: 07/01/2016 01:40 PM** (mm/dd/yyyy)

Business Primary Name:

**SYSTEMS OF NEVADA INC**

License Monetary **\$35,000.00**  
Limit:

Business Address:

**1220 E GREG ST #4**

Phone Number:

**SPARKS, NV 89431**

**(775)355-0831**

Status:

**Active**

Status Date:

**06/16/2015** (mm/dd/yyyy)

Origin Date:

**06/03/1996** (mm/dd/yyyy)

Expiration Date:

**06/30/2017** (mm/dd/yyyy)

Business Type:

**Corporation**

Classification(s):

**C-2C - FIRE DETECTION**

**C-2D - LOW VOLTAGE**

**Principal Name**

**BEMUS, JOSEPH MELBERT**

**BEMUS, SUSAN CAROLE**

**BEMUS, STEPHEN JOSEPH**

**Relation Description**

**President Qualified Individual**

**Secretary**

**Other Qualified Individual**

**Bonds**

Bond Type:

**Surety Bond**

Bond Number:

**100303237**

Bond Agent:

**BAUCOM, DEBRA**

Surety Company:

**AMERICAN CONTRACTORS INDEMNITY COMPANY**

Bond Amount:

**\$5,000.00**

Effective Date:

**03/11/2016** (mm/dd/yyyy)

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2016-07-01 1:40:35 PM

# C O N T R A C T

## EDGEWATER AT VIRGINIA LAKE APARTMENTS

This Contract made as of the 27 day of Feb, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and SYSTEMS OF NEVADA, INC., hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE APARTMENTS in Reno, Nevada, hereafter referred to as "EDGEWATER."

**NOW THEREFORE; Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:**

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for FIRE ALARMS/LOW VOLTAGE.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.


The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of NINETY FIVE THOUSAND, FOUR HUNDRED THIRTY SEVEN DOLLARS AND 45/100, (\$95,437.45), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated November 11, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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Contractor Initial 

Subcontractor Initial 

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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.


CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

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Contractor Initial 

Subcontractor Initial  )

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**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

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Contractor Initial

*[Signature]*

Subcontractor Initial

*[Signature]*

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or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

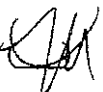
**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR'S CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR'S Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR'S performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without




limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

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Contractor Initial *[Signature]*

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Subcontractor Initial *[Signature]*

**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

Notice: By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

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Contractor Initial

*[Handwritten Initials]*

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Subcontractor Initial

*[Handwritten Initials]*

By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**By: SILVERWING DEVELOPMENT, A Nevada CorporationX [Signature]

By: Doug Hunter

Date: 2/23/15

9650 Gateway Drive Suite 201

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**By: SYSTEMS of NevadaX [Signature]By: Steve BenmsDate: 2.23.15Address: 1220 E. Gray #4Telephone: 775 355 8831License No.: ~~XXXXXX~~ 42143Classification Code: MM C2C-21D**ACKNOWLEDGED BY:**

OWNER: SWD-NVL, LLC

X [Signature]

By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 3/11/15

Contractor Initial ( )

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Subcontractor Initial ( )

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state contractors board

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**License Number: 0074199**

**Business Primary Name:**

**ZEPHYR PLUMBING INC**

**Current Date: 03/04/2016 09:49 AM** (mm/dd/yyyy)

**License Monetary Limit: \$350,000.00**

**Business Address:**

**1080 LINDA WAY**

**# 3**

**SPARKS, NV 89431**

**Phone Number:**

**(775)331-1277**

**Status:**

**Active**

**Status Date:**

**10/08/2015** (mm/dd/yyyy)

**Origin Date:**

**12/01/2009** (mm/dd/yyyy)

**Expiration Date:**

**12/31/2017** (mm/dd/yyyy)

**Business Type:**

**Corporation**

**Classification(s):**

**C-1D - PLUMBING**

**Principal Name**

**PASCHALL, DEBORAH JEAN**

**Relation Description**

**President**

**PASCHALL, DONALD FREDERICK** Employee Qualified Individual

**Indemnitor Name**

**PASCHALL, DONALD F &  
DEBORAH J**

**Effective Date of  
Indemnification** (mm/dd/yyyy)

**12/01/2009**

**Date Indemnification Removed**  
(mm/dd/yyyy)

**Bonds**

**Bond Type:**

**Surety Bond**

**Bond Number:**

**A270010027**

**Bond Agent:**

**LANGFORD, CAROL A**

**Surety Company:**

**PLATTE RIVER INSURANCE COMPANY**

**Bond Amount:**

**\$15,000.00**

**Effective Date:**

**11/23/2011** (mm/dd/yyyy)

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# CONTRACT

## EDGEWATER AT VIRGINIA LAKE APARTMENTS

This Contract made as of the 2 day of Oct, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and ZEPHYR PLUMBING, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE APARTMENTS in Reno, Nevada, hereafter referred to as "EDGEWATER."

**NOW THEREFORE;** Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for PLUMBING.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of ONE MILLION, NINE HUNDRED FOURTY THREE THOUSAND, SEVEN HUNDRED SEVENTY NINE DOLLARS AND 00/100, (\$1,943,779.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated August 4, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

Page 1 of 7

Contractor Initial

Subcontractor Initial



completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

Contractor Initial

Subcontractor Initial

**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being perform. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

Contractor Initial

Subcontractor Initial

or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR's CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR's Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

Contractor Initial



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limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

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**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

**Notice:** By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

Contractor Initial



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Subcontractor Initial



By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**By: SILVERWING DEVELOPMENT, A Nevada Corporation

X \_\_\_\_\_

By: Doug HunterDate: 10/2/14

9650 Gateway Drive Suite 201

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**By: Zephyr RumbingX Don PaschallBy: Don PaschallDate: 10-2-14Address: 1080 Linda way #3 Sparks NV 89431Telephone: 775-331-1277License No.: 0074199Classification Code: C-10**ACKNOWLEDGED BY:**OWNER: SWD-NVL, LLC

X \_\_\_\_\_

By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 10/3/14Contractor Initial [Signature]Subcontractor Initial [Signature]

**SWD-NVL, LLC**

www.silverwingdevelopment.com

9650 Gateway Drive, Suite 201, Reno Nevada 89521 Office 775-825-5300 Fax 775-825-5305

**CONTRACT CHANGE ORDER FOR: EDGEWATER AT VIRGINIA LAKE  
APARTMENTS**

Date: Contract Change Order #1 Zephyr Plumbing Plumbing	Original Contract Amount	\$1,943,779.00
	Total Previous Contract	
	Amount of this Change Order	\$17,700.00
	Revised Contract to Date:	\$1,961,479.00

Re: This **CONTRACT CHANGE ORDER** is intended to amend the contract dated October 2, 2014 between SWD-NVL, LLC and ZEPHYR PLUMBING (the "Contract"), reflecting the work described below in addition to the Contract Scope of Work at the price reflected above.

The amount reflected above includes all Material, Labor and Equipment necessary to complete the work and to adjust the total Contract.

Additional labor and material to re-plumb waste, water, gas, condensates, and T&P between floors due to fire wall and insulation requirements not known at time of bidding.	
Bldg A \$1480 each	\$10,360.00
Bldg B \$1835 each	\$7,340.00
Total: \$17,700.00	

**ALL OTHER TERMS AND CONDITIONS UNDER THE CONTRACT ARE UNCHANGED AND SHALL BE ENFORCEABLE.**

The undersigned agree to the terms and conditions of this Contract Change Order and acknowledge receipt of a copy of this Contract Addendum.

**AGREED and ACCEPTED By:****SWD-NVL, LLC**

X

By: Doug Hunter

Date:

5/19/15

**ZEPHYR PLUMBING**

X

Don Paschall Zephyr Plumbing

By: Don Paschall

Date:

5-18-15



Measure up...use licensed contractors.

## License Search Details

Press "Previous Record" to view the previous record in the list

Press "Next Record" to view the next record in the list.

Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0050382**

**Current Date: 08/02/2016 11:29 AM** (mm/dd/yyyy)

Business Primary Name:

**R D R PRODUCTION BUILDERS INC**

License Monetary **\$1,200,000.00**  
Limit:

Business Address:

**1806 W KETTLEMAN LN STE F  
LODI, CA 95242**

Phone Number:

**(209)368-7561**

Status:

**Active**

Status Date:

**09/24/2015** (mm/dd/yyyy)

Origin Date:

**09/07/2000** (mm/dd/yyyy)

Expiration Date:

**09/30/2017** (mm/dd/yyyy)

Business Type:

**Corporation**

Classification(s):

**B2 - RESIDENTIAL & SMALL COMMERCIAL**

**Principal Name**

**DOS REIS, RON ANTHONY**

**Relation Description**

**President Qualified Individual**

**Indemnitor Name**

**RDR PRODUCTION BUILDERS  
INC**

**Effective Date of**

**Indemnification** (mm/dd/yyyy)

**Date Indemnification Removed**

(mm/dd/yyyy)

**07/20/2000**

**RONALD DOS REIS CONST/**

**07/20/2000**

**DOS REIS MATERIAL LP**

**07/20/2000**

**RONALD DOS REIS**

**07/20/2000**

**CONSTRUCTION**

## Bonds

Bond Type:

**Surety Bond**

Bond Number:

**69403295**

Bond Agent:

**WOOD, TERI L**

Surety Company:

**WESTERN SURETY COMPANY**

Bond Amount:

**\$30,000.00**

Effective Date:

**10/23/2002** (mm/dd/yyyy)

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrieved from these pages.



# C O N T R A C T

## EDGEWATER AT VIRGINIA LAKE APARTMENTS

This Contract made as of the 11<sup>th</sup> day of November, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and RDR PRODUCTION BUILDERS, INC. A Nevada entity in the process of being acquired by RDR Builders, LP, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE APARTMENTS in Reno, Nevada, hereafter referred to as "EDGEWATER."

**NOW THEREFORE;** Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for FRAMING.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of ONE MILLION, ONE HUNDRED TWENTY SEVEN THOUSAND, NINE HUNDRED SIXTY SEVEN DOLLARS AND 00/100, (\$1,127,967.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated November 11, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

Page 1 of 7

Contractor Initial



Subcontractor Initial



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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

Contractor Initial



Subcontractor Initial (



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**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

Contractor Initial

Subcontractor Initial

or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR'S CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR'S Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR'S performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

Contractor Initial



Subcontractor Initial (



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limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

Contractor Initial



Subcontractor Initial (



**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

**Notice:** By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

Contractor Initial



Subcontractor Initial (





**EDGEWATER AT VIRGINIA LAKE APARTMENTS  
CONTRACT EXTENSION  
FRAMING**

This extension, dated November 11, 2014, is hereby made as an Addendum to Contract dated November 11, 2014 by and between SILVERWING DEVELOPMENT (the Contractor) and RDR PRODUCTION BUILDERS, INC. a Nevada entity in the process of being acquired by RDR Builders, LP (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDINGS D, E, F of the EDGEWATER AT VIRGINIA LAKE APARTMENTS project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Billing Schedule of Values #2

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
D	\$425,637.00
E	\$351,165.00
F	\$351,165.00

TOTAL EXTENDED CONTRACT: \$1,127,967.00

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 11/17/14

SUBCONTRACTOR

By:

X

By:

Date: November 13, 2014

RDR Production  
Builders, Inc.

Ron Dos Reis

ACKNOWLEDGED BY:

Owner: SWD-NVL, LLC

X

By: Silverwing Development, Managing Member

Date: 11/10/14

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**EDGEWATER AT VIRGINIA LAKE APARTMENTS  
CONTRACT EXTENSION  
FRAMING**

This extension, dated November 11, 2014, is hereby made as an Addendum to Contract dated November 11, 2014 by and between SILVERWING DEVELOPMENT (the Contractor) and RDR PRODUCTION BUILDERS, INC. a Nevada entity in the process of being acquired by RDR Builders, LP (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDINGS G, H, I of the EDGEWATER AT VIRGINIA LAKE APARTMENTS project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Billing Schedule of Values #3

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
G	\$351,165.00
H	\$351,165.00
I	\$351,165.00

TOTAL EXTENDED CONTRACT: \$1,053,495.00

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 11/17/14

SUBCONTRACTOR

By: RDR Production Builders, Inc.

X

Ron Dos Reis

By: \_\_\_\_\_

Date: November 13, 2014

ACKNOWLEDGED BY:

Owner: SWD-NVL, LLC

X

By: Silverwing Development, Managing Member

Date: 11/17/14

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**EDGEWATER AT VIRGINIA LAKE APARTMENTS  
CONTRACT EXTENSION  
FRAMING**

This extension, dated November 11, 2014, is hereby made as an Addendum to Contract dated November 11, 2014 by and between SILVERWING DEVELOPMENT (the Contractor) and RDR PRODUCTION BUILDERS, INC. a Nevada entity in the process of being acquired by RDR Builders, LP (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDINGS J & K of the EDGEWATER AT VIRGINIA LAKE APARTMENTS project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Billing Schedule of Values #4

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
J	\$425,637.00
K	\$425,637.00

TOTAL EXTENDED CONTRACT: \$851,274.00

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 11/17/14

SUBCONTRACTOR

RDR Production  
Builders, Inc.

By: Ron Dos Reis

X

By:

Date: November 13, 2014

ACKNOWLEDGED BY:

Owner: SWD-NVL, LLC

X

By: Silverwing Development, Managing Member

Date: 11/17/14

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Measure up...use licensed contractors.

## License Search Details

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Press "New Search" to select a different search.

**License Number: 0054871A**

**Current Date: 07/01/2016 01:50 PM** (mm/dd/yyyy)

Business Primary Name:

**INFINITY PAINTING & DECORATING INC**

License Monetary **\$200,000.00**  
Limit:

Business Address:

**625 SPICE ISLANDS DR  
STE G**

Phone Number:

**SPARKS, NV 89431  
(775)851-6041**

Status:

**Active**

Status Date:

**02/05/2016** (mm/dd/yyyy)

Origin Date:

**03/15/2006** (mm/dd/yyyy)

Expiration Date:

**03/31/2018** (mm/dd/yyyy)

Business Type:

**Corporation**

Classification(s):

**C-4 - PAINTING & DECORATING**

**Principal Name**

**GIBBS, JASON LEE**

**Relation Description**

**President Qualified Individual**

### Bonds

Bond Type:

**Surety Bond**

Bond Number:

**1257758**

Bond Agent:

**BORDIGNON, LYNN E**

Surety Company:

**OLD REPUBLIC SURETY**

Bond Amount:

**\$10,000.00**

Effective Date:

**02/28/2009** (mm/dd/yyyy)

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2016-07-01 1:50:09 PM

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# CONTRACT

## EDGEWATER AT VIRGINIA LAKE APARTMENTS

This Contract made as of the 9<sup>th</sup> day of 12, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and INFINITY PAINTING, hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE APARTMENTS in Reno, Nevada, hereafter referred to as "EDGEWATER."

NOW THEREFORE; Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: Supply and install materials and labor for PAINTING.


SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.


The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of ONE HUNDRED FIFTY NINE THOUSAND, FIVE HUNDRED SIXTY FIVE DOLLARS AND 00/100, (\$159,565.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated November 13, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.


**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.


**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.

CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

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**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

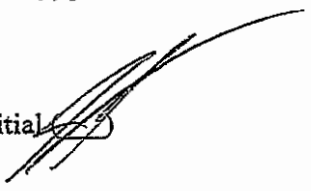

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

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or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR'S CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR'S Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR'S performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

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limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE - SUBCONTRACTOR's Indemnity Obligations and Defense** Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

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**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

Notice: By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

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Subcontractor Initial



By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**By: SILVERWING DEVELOPMENT, A Nevada Corporation

X

By: Doug HunterDate: 12/9/14

9650 Gateway Drive Suite 201

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**By: Infinity Realty

X

By: Jason AdamsDate: 12/9/14Address: 1025 Spruce Island #6Telephone: 775-821-6041License No.: 54871AClassification Code: C4**ACKNOWLEDGED BY:**OWNER: SWD-NVL, LLC

X

By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 12/9/14

Contractor Initial ( )

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Subcontractor Initial ( )

**EDGEWATER AT VIRGINIA LAKE APARTMENTS  
CONTRACT EXTENSION  
PAINTING**

This extension, dated 12/9/14, is hereby made as an Addendum to Contract dated 12/9/14 by and between SILVERWING DEVELOPMENT (the Contractor) and INFINITY PAINTING (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDINGS D, E, F, G of the EDGEWATER AT VIRGINIA LAKE APARTMENTS project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Billing Schedule of Values #2

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
D	\$57,472.50
E	\$46,802.50
F	\$46,802.50
G	\$46,802.50

TOTAL EXTENDED CONTRACT: \$197,880.00

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 12/9/14

SUBCONTRACTOR

By: [Signature]

X

By: [Signature]

Date: 12/9/14

ACKNOWLEDGED BY:

Owner: SWD-NVL, LLC

X

By: Silverwing Development, Managing Member

Date: 12/9/14

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**EDGEWATER AT VIRGINIA LAKE APARTMENTS  
CONTRACT EXTENSION  
PAINTING**

This extension, dated 12/9/14, is hereby made as an Addendum to Contract dated 12/9/14 by and between SILVERWING DEVELOPMENT (the Contractor) and INFINITY PAINTING (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDINGS H, I, J of the EDGEWATER AT VIRGINIA LAKE APARTMENTS project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Billing Schedule of Values #3

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
H	\$46,802.50
I	\$46,802.50
J	\$57,472.50

TOTAL EXTENDED CONTRACT: \$151,077.50

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 12/9/14

SUBCONTRACTOR

By: [Signature]

X

By: [Signature]

Date: 12/9/14

ACKNOWLEDGED BY:

Owner: SWD-NVL, LLC

X

By: Silverwing Development, Managing Member

Date: 12/9/14

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**EDGEWATER AT VIRGINIA LAKE APARTMENTS  
CONTRACT EXTENSION  
PAINTING**

This extension, dated 12/9/14, is hereby made as an Addendum to Contract dated 12/9/14 by and between SILVERWING DEVELOPMENT (the Contractor) and INFINITY PAINTING (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDING K of the EDGEWATER AT VIRGINIA LAKE APARTMENTS project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Contract Extension
2. Billing Schedule of Values #4

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
K	\$57,472.50

TOTAL EXTENDED CONTRACT: \$57,472.50

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 12/9/14

SUBCONTRACTOR

By: [Signature]

X

By: [Signature]

Date: 12/9/14

ACKNOWLEDGED BY:

Owner: SWD-NVL, LLC

X

By: Silverwing Development, Managing Member

Date: 12/9/14

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Measure up...use licensed contractors.

### License Search Details

Press "Previous Record" to view the previous record in the list

Press "Next Record" to view the next record in the list.

Press "Search Results" to return to the search results list screen.

Press "New Search Criteria" to revise your existing search criteria or enter new search criteria.

Press "New Search" to select a different search.

**License Number: 0075735**

**Current Date: 07/01/2016 01:57 PM** (mm/dd/yyyy)

**Business Primary Name: BURKE ROOFING INC**

**License Monetary \$150,000.00**  
**Limit:**

**Business Address: 109 SHADOW MOUNTAIN DR**

**FERNLEY, NV 89408**

**Phone Number: (775)745-9707**

**Status: Active**

**Status Date: 01/29/2015** (mm/dd/yyyy)

**Origin Date: 02/23/2011** (mm/dd/yyyy)

**Expiration Date: 02/28/2017** (mm/dd/yyyy)

**Business Type: Corporation**

**Classification(s): C15A - ROOFING**

<b>Principal Name</b>	<b>Relation Description</b>
<b>BURKE, WILLIAM PATRICK</b>	<b>President Qualified Individual</b>

#### Bonds

**Bond Type: Surety Bond**

**Bond Number: MS2515123**

**Bond Agent: JONES, LORI J**

**Surety Company: GREAT AMERICAN INSURANCE COMPANY**

**Bond Amount: \$10,000.00**

**Effective Date: 02/22/2011** (mm/dd/yyyy)

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# CONTRACT

## EDGEWATER AT VIRGINIA LAKE APARTMENTS

This Contract made as of the 20 day of Nov, 2014 (the Contract) between SILVERWING DEVELOPMENT, a Nevada Corporation, hereinafter referred to as the CONTRACTOR and BURKE ROOFING, INC., hereafter referred to as SUBCONTRACTOR.

WHEREAS, SWD-NVL, LLC., hereafter referred to as OWNER, has hired CONTRACTOR to be responsible to oversee all construction of the structures on the attached Sequence list (Exhibit-1), in the residential development known as EDGEWATER AT VIRGINIA LAKE APARTMENTS in Reno, Nevada, hereafter referred to as "EDGEWATER."

**NOW THEREFORE;** Subcontractor agrees to complete work on EDGEWATER as set forth below and further described in the Scope of Work described below:

**SECTION 1. DESCRIPTION OF WORK:** SUBCONTRACTOR agrees to furnish at his own cost and expense all labor, equipment, tools, materials and supplies and pay all taxes and fees excluding building permits, and provide all other things necessary to perform and complete the following portion of work in accordance with the plans, manufacturers installation recommendations, specifications, general conditions, exhibits, attachments, addenda and modifications thereto as delineated in Attachment A-the Scope of Work, (hereinafter the "Scope of Work") attached hereto and hereby made a part of this Contract. The work described herein shall be constructed in accordance with plans and specifications provided by CONTRACTOR.

The work is generally described as: **Supply and install materials and labor for ROOFING.**

SUBCONTRACTOR shall furnish all material and perform all work coming within the general description of the designated section or sections, inasmuch as the reference to such section or sections has been made solely for convenience in describing the obligation assumed by the SUBCONTRACTOR under this Contract. This Contract, the drawings and specifications are intended to supplement one another. In the case of conflict however, the specifications shall control the drawings, and the provisions of this Contract shall control both. In the event that the work is displayed on the drawings but not called for in the specifications, or in the event that work is called for in the specifications but not shown on the drawings, the SUBCONTRACTOR shall be required to perform the work as though called for and displayed in both places.

The description of work to be performed or material to be furnished by reference to specific section or sections or drawing numbers shall not be deemed to limit the SUBCONTRACTOR'S obligation to perform only such work or furnish only such material as specifically described in the section and on the drawings and the SUBCONTRACTOR is required to perform such work and provide such materials as required by other sections of the plans, manufacturers installation recommendations and specifications incorporated by reference and considered to be a part of and/or incidental to the work included in this Contract.

**SECTION 1A. PAYMENT:** For the performance of all work and the furnishing of all materials, equipment and tools, which SUBCONTRACTOR is obligated to perform and supply under this Contract, SUBCONTRACTOR shall be paid by OWNER the sum of ONE HUNDRED THIRTY SEVEN THOUSAND, TWO HUNDRED FORTY DOLLARS AND 00/100, (\$137,240.00), as reflected in the Billing Schedule of Values attached as Attachment D which is attached to this Contract (hereinafter the "Standard SOV"). The Contract price stated herein is for the base bid only and does not include any optional and/or upgrade materials. Options and upgrades are priced separately on a unit price basis as delineated in Attachment B and E of this Contract and hereby made a part of by reference (hereinafter called the "Optional SOV"). This Contract price is based on SUBCONTRACTOR proposal dated July 29, 2014, attached to the Scope of Work.

**SECTION 1B. PAYMENT SCHEDULE:** SUBCONTRACTOR shall submit progress billings as work is completed in the form of a Standard SOV and Optional SOV, if applicable. Payments on the Standard and Optional SOV's shall be processed in the manner so delineated in Attachment C which is attached and made a part of this Contract. Payments will be processed monthly based on a fully executed SOV submitted by SUBCONTRACTOR prior to a predetermined closing date for the receipt of SOV's for the billing period. SUBCONTRACTOR will be paid by the end of the month following the billing period, provided SUBCONTRACTOR has submitted fully executed SOV, conditional lien releases, and has satisfactorily

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Contractor Initial

*OK*

Subcontractor Initial

*395*

completed the portion of work being billed. SUBCONTRACTOR hereby acknowledges the foregoing and recognizes. SUBCONTRACTOR understands OWNER is obtaining a construction loan and as part of the security for the construction loan, OWNER shall assign this Contract to the lender. CONTRACTOR and SUBCONTRACTOR consent to such assignment and agree that in the event of default by OWNER under the construction loan contract, the lender may enforce this Contract.

**SECTION 2. SUBCONTRACTORS INVESTIGATION:** SUBCONTRACTOR hereby represents that he has thoroughly examined all drawings and specifications as more specifically described in the Scope of Work. In addition, Subcontractor has examined the job site and ascertained for himself the conditions to be encountered. SUBCONTRACTOR enters into this Contract relying on his own information and investigation and not on statements or representations that may have been made by OWNER, CONTRACTOR, or their assigns.

**SECTION 3. EFFECTS OF PAYMENTS:** No payment made under this Contract shall operate as an acceptance of any portion of SUBCONTRACTOR'S work or as an admission on CONTRACTOR'S or OWNER'S part that this Contract or any portion of it has been complied with if the fact shall be otherwise.

**SECTION 4. PAYMENTS IN TRUST:** All sums received by SUBCONTRACTOR under this Contract are received by SUBCONTRACTOR in trust for the express use and purpose of paying in full for all labor, and/or material, furnished to SUBCONTRACTOR in the performance of this Contract. No title to any payment, or any part of it, shall vest in SUBCONTRACTOR, or be used for any other purpose, until SUBCONTRACTOR has first paid in full for all labor and/or material furnished to date to SUBCONTRACTOR by all persons who have supplied labor, material, or other things used in the work covered under this Contract.

**SECTION 5. COMMENCEMENT AND PROGRESS OF WORK:** Time is of the essence of this Contract. SUBCONTRACTOR will promptly commence work in accordance with CONTRACTOR'S construction schedule and SUBCONTRACTOR shall perform in a timely manner, given reasonable notice of a starting date. SUBCONTRACTOR will keep fully CONTRACTOR informed as to the progress of the work to be performed under this Contract. SUBCONTRACTOR will work continuously and diligently to completion and will conform to any progress schedule established by CONTRACTOR, or its assigns. SUBCONTRACTOR will cooperate and coordinate his work with CONTRACTOR and other subcontractors and or suppliers, so that there will be no delay or interference with other work on the project.


CONTRACTOR shall provide SUBCONTRACTOR a written schedule (the "Schedule") prior to commencement of Subcontractor's work effort, outlining the required progress schedule for SUBCONTRACTOR'S Scope of Work to be undertaken. Such Schedule will be agreed and acknowledged by SUBCONTRACTOR prior to the first payment relating to its work effort. Thereafter, said Schedule can be modified by mutual written consent of CONTRACTOR and SUBCONTRACTOR.

If SUBCONTRACTOR fails to commence work or fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workmen and adequate equipment and materials for the efficient execution and prosecution of the work, CONTRACTOR may give written notice requiring SUBCONTRACTOR to commence work or provide sufficient personnel, equipment and material for the expeditious progress of the work. In the event the SUBCONTRACTOR does not adhere to the CONTRACTOR'S schedule of work started and not complete, SUBCONTRACTOR will be responsible for the cost associated with scheduling delays in the amount of \$200.00 per day per unit. In addition, CONTRACTOR shall have the right to eject SUBCONTRACTOR from the job and employ other subcontractors to finish the work. If CONTRACTOR employs other subcontractors to finish the work, SUBCONTRACTOR shall promptly surrender possession of the job site together with all equipment and materials on it to CONTRACTOR for use by substitute subcontractors completing the job. On completion of the project, SUBCONTRACTOR shall pay, in addition to all other damages, any amount which the total cost of performance of the work exceeds the Contract price; if, on the other hand, the total cost of the work is less than the Contract price, SUBCONTRACTOR shall be entitled to credit for the difference.

In the event CONTRACTOR ejects SUBCONTRACTOR from the job site and performs the work itself or has it performed by others, election of said remedy by CONTRACTOR shall not be construed as a termination of this Contract and the election of said remedy shall not be construed as a waiver of any other rights CONTRACTOR may have under this Contract, and in all events CONTRACTOR shall have the rights specified in Section 17 hereof.

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Contractor Initial 

Subcontractor Initial 

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**SECTION 6. PROTECTION OF WORK AND PROPERTY:** SUBCONTRACTOR shall protect his work and be responsible under all circumstances for its good condition until final acceptance of the entire project. SUBCONTRACTOR shall also protect adjacent property from injury arising out of his work.

**SECTION 7. EXTRA WORK, CHANGES AND DELETIONS:** SUBCONTRACTOR shall make no changes in the work required to be performed under this Contract, nor shall SUBCONTRACTOR perform any extra work without the issuance of a written Contract Change Order and/or Purchase Order authorized by CONTRACTOR which states the amount of compensation to be paid to SUBCONTRACTOR for extra work, prior to work being performed. Nothing contained in this Contract shall be construed to modify CONTRACTOR'S right to eliminate any portion of the work found unnecessary for the completion of the work as a whole.

**SECTION 8. GUARANTY OF WORK:** SUBCONTRACTOR to guaranty work for one (1) year to commence at the close of escrow on each lot. Such guaranty shall include any latent known, patent and/or latent defects and structural defects which extend beyond the 1 year period per NRS 11.202-11.206, NRS 40.600 through 40.695 and Senate Bill 241. Per request CONTRACTOR shall forward a schedule of close of escrow dates for each phase. SUBCONTRACTOR guarantees CONTRACTOR against all loss or damage arising from any defect in materials, equipment, or workmanship furnished under this Contract. On notification, SUBCONTRACTOR shall forthwith, at his own expense, replace defective material and perform labor necessary to correct any defect in the work. SUBCONTRACTOR shall pay for all work that may be incurred in correcting the defects under the guaranty. If SUBCONTRACTOR fails to make the necessary repairs and/or replacement within 72 hours of notice, CONTRACTOR may, at SUBCONTRACTOR'S expense, furnish materials and labor that are necessary for this purpose, and their cost shall be payable by SUBCONTRACTOR on demand.

**SECTION 8a. ACCEPTANCE OF SURFACES AND SUBSTRATUMS:** SUBCONTRACTOR shall inspect the work of others on which his work rests, attaches or applies to and shall accept surfaces and substratums prior to proceeding with his work and shall bring all substandard work to the attention of CONTRACTOR. SUBCONTRACTOR assumes full and complete responsibility for all remedial work required as a result of the covering of unacceptable surfaces and substratums, including the repair of the substandard work performed by others and covered up by SUBCONTRACTOR.

**SECTION 8b. QUALITY OF WORK:** The definition of Quality of Work for purposes of this Contract shall be defined in accordance with the current Contractors State License Board guidelines and industry standards.

**SECTION 9. SUPERINTENDENT:** SUBCONTRACTOR shall at all times have a competent superintendent, foreman, or working foreman on the job site who shall be authorized to receive instructions from CONTRACTOR and make such decisions that may be necessary for the prompt and efficient performance of this Contract.

**SECTION 10. CLEANUP:** SUBCONTRACTOR shall at all times keep the job site free from accumulations of waste material or rubbish caused by his work. On completion of his daily work, SUBCONTRACTOR shall remove all rubbish, surplus material and equipment from the jobsite.

**SECTION 11. JOB SAFETY:** SUBCONTRACTOR and SUBCONTRACTOR'S employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations, or other laws. SUBCONTRACTOR shall bear full financial responsibility as between the parties to this Contract, for the compliance of all persons mentioned in the previous sentence. If SUBCONTRACTOR or SUBCONTRACTOR'S employees fail to comply, CONTRACTOR may give notice of default to SUBCONTRACTOR. Within TWENTY-FOUR (24) HOURS from the time CONTRACTOR issues SUBCONTRACTOR a written notice of noncompliance, or within the time of an abatement period specified by any government agency, whichever period is shorter SUBCONTRACTOR shall cure any default specified.

If SUBCONTRACTOR fails to cure the default within three working days after notice, CONTRACTOR shall give the SUBCONTRACTOR the following options:

(1) Without terminating this Contract or the obligation of the SUBCONTRACTOR under this Contract, CONTRACTOR shall have the option of (a) performing all or a portion of the work itself, (b) having the work performed in whole or in part by others,

or (c) perform such portion of the work or may furnish any material, equipment, or other items required, as CONTRACTOR in its sole discretion may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of materials, equipment, or other items shall be deducted from the Contract price, and, in the event the cost of such work or materials or other items exceeds the balance, the excess shall be immediately due and owing from SUBCONTRACTOR; or

(2) Without terminating this Contract CONTRACTOR may eject SUBCONTRACTOR from the job site. The foregoing right to eject SUBCONTRACTOR shall not be construed to deny SUBCONTRACTOR any other right or remedy that he may have under this Contract at law or in equity. SUBCONTRACTOR shall be liable for all damages suffered by CONTRACTOR by reason of SUBCONTRACTOR'S default, and exercise of the option by CONTRACTOR to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability.

**SECTION 12. TAXES, LICENSES, FEES AND PERMITS:** SUBCONTRACTOR shall pay all taxes and licenses of every nature that may be imposed or charged by any governmental authority on labor, material or other items used in the performance of the work or on the transaction between CONTRACTOR and SUBCONTRACTOR. If SUBCONTRACTOR fails to pay any tax and license required to be paid by the provision of the paragraph, CONTRACTOR may, its option, pay the tax and SUBCONTRACTOR shall repay the sum to CONTRACTOR on demand.

**SECTION 13. LABOR MATTERS:** In the event that SUBCONTRACTOR causes or is involved in any labor dispute on the job or if they are listed by the administrative office of the appropriate health and welfare, pension, vacation, or apprenticeship funds as being delinquent in payment or payments to said fund or funds, regardless of the job in connection with which the alleged delinquency occurred, they will be deemed to be in default under this Contract and may be ejected from the job.

**SECTION 14. ALTERNATIVE EQUIPMENT, MATERIAL OR METHOD:** SUBCONTRACTOR shall not deviate from the requirements of the drawings and specifications as to materials and equipment to be furnished or the method of performing the work unless prior written approval has been obtained from CONTRACTOR. SUBCONTRACTOR warrants that any alternative equipment, material, or method proposed by SUBCONTRACTOR will achieve all performance standards established by the Contract documents and will perform to CONTRACTOR'S satisfaction.

**SECTION 15. INSURANCE:** SUBCONTRACTOR shall maintain in full force and effect at all times a policy of insurance under the Worker's Compensation Laws of the State of Nevada, together with a Comprehensive General Liability and Auto policy, each with limits of not less than One Million Dollars (\$1,000,000) Each Occurrence and not less than Two Million Dollars (\$2,000,000) Aggregate Limit. All policies shall be occurrence coverage and state all operations including completed operations. SUBCONTRACTOR shall provide certificates of insurance naming CONTRACTOR and OWNER as additional insureds for each policy. ISO endorsement form CG 20100704 or equivalent, and ISO endorsement form CG 20370704 or equivalent for SUBCONTRACTOR'S CGL policy are required along with the Certificate of Insurance. SUBCONTRACTOR shall deliver to CONTRACTOR fully and properly executed certificates of insurance evidencing the foregoing insurance coverage together with the required additional insured endorsements before commencement of any work by SUBCONTRACTOR. Such certificates shall be an original copy and shall provide that the insurance is in full force and will not be canceled without thirty (30) days written notice to CONTRACTOR. The Policy is to be endorsed to provide that such insurance is primary insurance for the so named additional insured. To the extent that SUBCONTRACTOR is permitted by this Contract to subcontract any portion of SUBCONTRACTOR'S Scope of Work, SUBCONTRACTOR shall require that his Sub-Subcontractor(s) shall comply with the insurance requirements of this section, naming SUBCONTRACTOR, CONTRACTOR and OWNER as additional insureds on Sub-Subcontractor's policies of insurance in the manner provided for herein. SUBCONTRACTOR shall comply with all insurance specific requirements as detailed on Attachment F which is hereby made a part of this Contract.

**SECTION 16. INDEMNIFICATIONS:** To the maximum extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR AND/OR OWNER, its partners, and their respective officers, directors, partners, shareholders, members, affiliates, employees, successors and assigns (individually, an "Indemnified Party", collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, expert fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) arising from, in connection with, or related to SUBCONTRACTOR'S performance or failure to perform the scope of work in this Agreement (collectively "Claims"). SUBCONTRACTOR Contractor's duty to indemnify and hold harmless the Indemnified Parties shall apply, without

limitation, to any and all Claims for personal injury, bodily injury, death, damage to property, construction errors, omissions or defects, any breach or default under this Agreement, and any negligence or misconduct of SUBCONTRACTOR and its contractors, subcontractors, representatives, agents, employees or any other parties directly or indirectly employed or under the control of SUBCONTRACTOR. SUBCONTRACTOR's duty to indemnify and hold harmless the Indemnified Parties shall apply to any alleged active or passive negligence of an Indemnified Party, save and except for any Claims which are finally found to have been caused by the sole active negligence or sole willful misconduct of such Indemnified Party. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Indemnity Obligations."

**SECTION 16A: DEFENSE - SUBCONTRACTOR**, at its expense and with counsel acceptable to CONTRACTOR AND/OR OWNER, agrees to immediately and completely defend the Indemnified Parties from any Claims immediately upon tender of any Claims to SUBCONTRACTOR. SUBCONTRACTOR's duty to defend is a separate and independent obligation from the duty to indemnify, and shall apply regardless of whether SUBCONTRACTOR is ultimately found not responsible for the asserted Claims. SUBCONTRACTOR shall also reimburse CONTRACTOR AND/OR OWNER from any expenditures, attorney's fees, costs, fees (including expert fees) incurred by Owner in defending such Claims arising from, in connection with, or related to SUBCONTRACTOR's performance or failure to perform under this Agreement. The obligations of this paragraph are referred to as SUBCONTRACTOR's "Defense Obligations."

**SECTION 16B: SURVIVAL AND SCOPE** - SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall survive termination of this Agreement and shall continue until such time it is determined by final judgment that the Claims against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be impliedly tolled as to SUBCONTRACTOR by CONTRACTOR AND/OR OWNER. SUBCONTRACTOR's Indemnity Obligations and Defense Obligations shall not be limited by the amounts or types of insurance which Contractor is required to carry, and shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of any Indemnified Party.

**SECTION 17. DEFAULT AND TERMINATION:** If SUBCONTRACTOR fails to perform in accordance with the terms of this Contract, CONTRACTOR shall give notice of such default to SUBCONTRACTOR specifying the nature of the SUBCONTRACTOR'S default. If SUBCONTRACTOR fails to cure the default within three working days after the notice (time being of the essence), CONTRACTOR, without terminating this Contract of SUBCONTRACTOR'S obligation, may eject SUBCONTRACTOR from the job and perform the Contract work himself or have it performed by others, and the price of the work shall be deducted from the Contract price. In the event the cost of the work exceeds the difference between the Contract price and the amount paid SUBCONTRACTOR, such excess shall be immediately due and owing from SUBCONTRACTOR. SUBCONTRACTOR shall be liable, because of his default, for all damages suffered by CONTRACTOR, and CONTRACTOR'S exercise of the option to eject SUBCONTRACTOR shall not relieve SUBCONTRACTOR of such liability. SUBCONTRACTOR shall have no right to receive any further payment after default until the work has been completed and CONTRACTOR'S damages, if any, ascertained. This Contract may be terminated without cause by CONTRACTOR with five (5) days written notice.

**SECTION 18. RELEASES AND PROOF OF PAYMENT:** Before any payment is made under this Contract, SUBCONTRACTOR will furnish OWNER, in a form satisfactory to OWNER, releases and proof showing that all labor, materials, equipment, union health, welfare, and pension fund payments, payroll taxes, and similar items for work or materials furnished under this Contract have been paid in full.

**SECTION 19. MEDIATION.** CONTRACTOR and SUBCONTRACTOR agree to mediate any dispute or claim arising between them out of this Contract or any resulting transaction, before resorting to arbitration or court action. Mediation fees if any shall be divided equally among the parties involved. **IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY(S) FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.**

Contractor Initial



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Subcontractor Initial



**SECTION 20. ASSIGNMENT:** SUBCONTRACTOR shall not assign, sublet, or transfer this Contract, or any part of it, nor shall SUBCONTRACTOR make any assignment or transfer of funds payable to SUBCONTRACTOR under this Contract without CONTRACTOR'S prior written consent.

**SECTION 21. BANKRUPTCY:** If SUBCONTRACTOR becomes bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed, SUBCONTRACTOR shall be deemed to be materially in default under this Contract.

**SECTION 22. NOTICES:** Any notice made pursuant to this Contract may be served personally on the superintendent, foreman, or other person in charge of work for either party at the job site or may be served by certified mail or E-Mail sent to the address of the parties as set forth in this Contract.

**SECTION 23. INTEGRATION CLAUSE:** SUBCONTRACTOR acknowledges that this Contract supersedes all written and oral Contracts, if any, between the parties, and that this Contract constitutes the entire and only Contract pertaining to the work to be performed hereunder. This Contract can only be modified by an Amendment or Contract Change Order signed by both parties.

**SECTION 24. GOVERNING LAW:** This Contract shall be construed in the accordance with and governed by the laws of the State of Nevada.

**SECTION 25. CONTRACTOR'S LICENSE NOTICE, LICENSE AND SIGNATURES:** SUBCONTRACTOR'S are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a SUBCONTRACTOR may be referred to the registrar of the board whose address is: Nevada State Contractors Board, 9670 Gateway Dr., Suite 100, Reno, Nevada 89511.

**SECTION 26. ARBITRATION:** All disputes and disagreements between the parties arising out of this Contract or any provision of it shall be submitted to and settled by arbitration, if the parties are unable to settle the dispute or disagreement between themselves or through mediation. The arbitration shall proceed in accordance with the Construction Industry Rules and procedures of the American Arbitration Association. The decision of the arbitrators shall be final and conclusive on the parties and the decision and award of the arbitrators may be specifically enforceable in any court of competent jurisdiction.

Notice: By initialing in the space below, you are agreeing to have any dispute arising out of the matter included in the Arbitration provisions decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the Arbitration provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Nevada Administrative Code.

The award rendered by arbitrators shall be final and judgment may be entered upon it is in accordance with applicable law in any court having jurisdiction. Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on the Work and maintain its progress during any arbitration proceedings, and CONTRACTOR shall continue to make payments to the SUBCONTRACTOR in accordance with the Contract documents. This Arbitration provision shall survive completion or termination of this Contract. Your Contract to this Arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the Arbitration provision to arbitration.

**SECTION 27. EXTENSION CLAUSE:** In the event both parties agree to extend this Contract, an addendum will be used. This addendum will be called Contract Extension. All original conditions of the Contract shall carry over as provisions to the addendum for Contract extensions, except for those items specifically addressed in the Contract Extension.

Contractor Initial



400

Subcontractor Initial



By executing below, the parties have agreed and acknowledged to the terms and conditions of this Contract.

**CONTRACTOR**

By: SILVERWING DEVELOPMENT, A Nevada Corporation

X

By: Doug Hunter

Date: 11/20/14

9650 Gateway Drive Suite 201

Reno, NV 89521

Telephone: (775) 825-5300

Contractor License No. 0044017

**SUBCONTRACTOR**

By: Burke Roofing Inc.

X

By: W. P. Burke

Date: 11-20-14

Address: 1075 Shaker: Alt N. Dr. Fontana, NV 89418

Telephone: (775) 453-1323

License No.: 75735

Classification Code: C15

**ACKNOWLEDGED BY:**

OWNER: SWD-NVL, LLC

X

By: SWD-NVL, LLC-Managing Member

SWD Partners

J. Carter Witt Managing Member

Date: 11/20/14

**EDGEWATER AT VIRGINIA LAKE APARTMENTS  
CONTRACT EXTENSION  
ROOFING**

This extension, dated 11-20-14, is hereby made as an Addendum to Contract dated 11-20-14 by and between SILVERWING DEVELOPMENT (the Contractor) and BURKE ROOFING, INC. (the Subcontractor).

This Addendum will heretofore amend the Contract to include BUILDINGS G, H, I, J, K of EDGEWATER AT VIRGINIA LAKE APARTMENTS project.

All original contract provisions and document attachments shall remain in full force and effect pursuant to this extension.

New contract documents shall include the following:

1. Billing Schedule of Values #2

The extended contract prices will be as follows:

<u>Bldg</u>	<u>Price</u>
G	\$19,910.00
H	\$19,910.00
I	\$19,910.00
J	\$24,600.00
K	\$24,600.00

TOTAL EXTENDED CONTRACT: \$108,930.00

The above is hereby approved and accepted by:

SILVERWING DEVELOPMENT,

A Nevada Corporation

X

By: Doug Hunter

Date: 11/20/14

SUBCONTRACTOR

By: Burke Roofing Inc.

X

By: W.P. Burke

Date: 11-20-14

ACKNOWLEDGED BY:

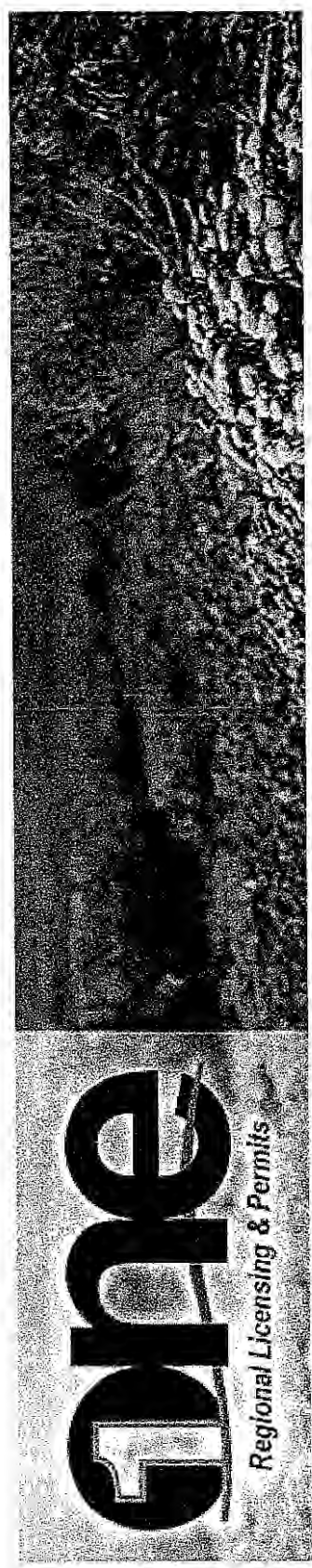
Owner: SWD-NVL, LLC

X

By: Silverwing Development, Managing Member

Date: 11/20/14

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Announcements Register for an Account Reports (3) Login

Search... 

## Help and FAQ

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Home Building Business Licensing Enforcement Engineering Fire Health District Planning  
Public Works

Search Applications Schedule an Inspection

## Search for Records

Enter information below to search for records.

- Site Address
- Contractor License Information
- Parcel Number
- Record Information

## General Search

☐ Search All Records

Record Number:

<https://aca.accela.com/ONE/Cap/CapHome.aspx?module=Building&TabName=Building>

Project Name:

Start Date: End Date:

02/16/2015

02/15/2017

☐ License Type:

Contractor

State License Number:

0044017

First:

Last:

Name of Business:

Business License #:

Street No.:

Direction:

Street Name:

Street Type:

☐ Unit Type:

Unit No.:

Parcel No.:

City:

State:

Zip:

Agency:

SPARKS



Record Type:

--Select--

Search Additional Criteria

Search Clear

### 23 Record results matching your search results

Click any of the results below to view more details.

Showing 21-23 of 23 | Download results

<input type="checkbox"/> Date	Record Number	Record Type	Project Name	Address	Status	Action	Agency	Description	Expiration Date	Short Notes
NEW 3,024										
SQUARE FOOT CLUBHOUSE WITH FITNESS ROOM, OFFICES, KITCHEN AND LOUNGE AREA FOR FOUNTAINHOUSE APARTMENT COMPLEX.										
<input type="checkbox"/> 07/23/2015	A1502534	New Commercial Buildings & Additions		1400 AVENUE OF THE OAKS Sparks NV	Finald		SPARKS			
NEW 26,805 SQ FT FOUR STORY, 22 UNIT, APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING #										
<input type="checkbox"/> 07/23/2015	FVSAPTS-12	New Residential Buildings & Additions	FOUNTAINHOUSE APT BLDG	1400 AVENUE OF THE OAKS Sparks NV	Recheck	Pay Fees Due	SPARKS			
ROUGH GRADING 16,000 CY FOR FOUNTAINHOUSE @ VICTORIAN SQUARE										
<input type="checkbox"/> 07/22/2015	A1502532	Grading & Site Improvement		1350 VICTORIAN AVE Sparks NV	Issued		SPARKS			

405



775-334-4636  
renodirect@reno.gov

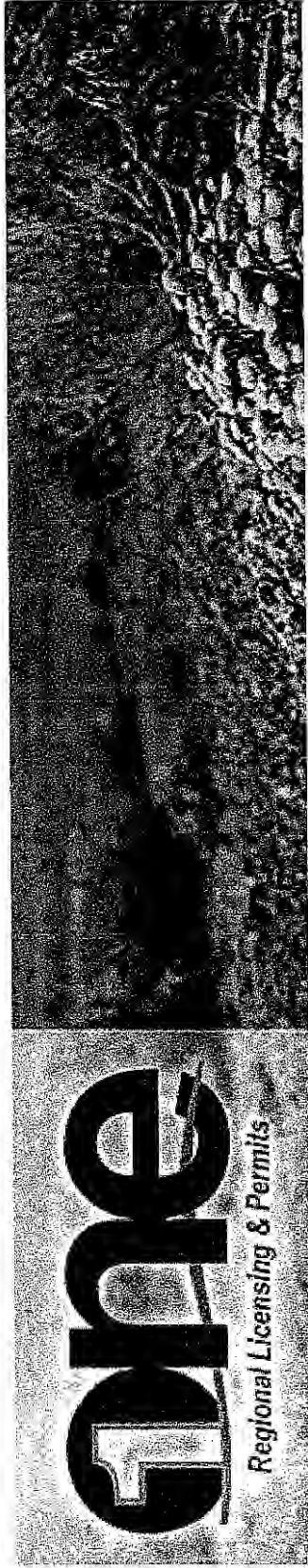
775-353-5555  
customerservice@cityofsparks.us



775-328-2000  
washoe311@washoeconomy.us

### Help and FAQ | Feedback

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Announcements Register for an Account Reports (3) Login

Search...



## Help and FAQ

407

Home Building Business Licensing Enforcement Engineering Fire Health District Planning  
Public Works

Search Applications Schedule an Inspection

## Search for Records

Enter information below to search for records.

- Site Address
- Contractor License Information
- Parcel Number
- Record Information

## General Search

☐ Search All Records

Record Number:

<https://aca.accela.com/ONE/Cap/CapHome.aspx?module=Building&TabName=Building>

Project Name:

Start Date:

02/16/2015

End Date:

02/15/2017

License Type:

Contractor

State License Number:

0044017

First:

Last:

Name of Business:

Business License #:

Street No.:

From - To

Direction:

--Select--

Street Name:

Street Type:

--Select--

Unit Type:

--Select--

Unit No.:

Parcel No.:

City:

State:

Zip:

Agency:

SPARKS

Record Type:

--Select--

Search Additional Criteria

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23 Record results matching your search results

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Showing 11-20 of 23 | Download results

<input type="checkbox"/>	Date	Record Number	Record Type	Project Name	Address	Status	Action	Agency	Description	Expiration Date	Short Notes
<input checked="" type="checkbox"/>	10/13/2015	A1503467	Residential Footing	FOUNTAIN HOUSE APT BLDG 10	1400 AVENUE OF THE OAKS 10 Sparks NV	Finald		SPARKS	FOOTING AND FOUNDATION, UTILITIES - FOUNTAIN HOUSE APARTMENTS BLDG 10		FOUNTAIN HOUSE APARTMENT BUILDING 10
<input checked="" type="checkbox"/>	10/13/2015	A1503466	Residential Footing	FOUNTAIN HOUSE APT BLDG 9	1400 AVENUE OF THE OAKS 9 Sparks NV	Finald		SPARKS	FOOTING AND FOUNDATION, UTILITIES FOUNTAIN HOUSE APARTMENTS BLDG 9		FOUNTAIN HOUSE APARTMENT BUILDING 9
<input checked="" type="checkbox"/>	10/13/2015	A1503465	Residential Footing	FOUNTAIN HOUSE APT BLDG 8	1400 AVENUE OF THE OAKS 8 Sparks NV	Finald		SPARKS	FOOTING AND FOUNDATION, UTILITIES FOUNTAIN HOUSE APARTMENTS BLDG 8		FOUNTAIN HOUSE BUILDING 8
<input checked="" type="checkbox"/>	10/13/2015	A1503464	Residential Footing	FOUNTAIN HOUSE APT BLDG 7	1400 AVENUE OF THE OAKS 7 Sparks NV	Finald		SPARKS	FOOTING AND FOUNDATION, UTILITIES		FOUNTAIN HOUSE

<input type="checkbox"/>	10/13/2015	A1503463	Residential Footing	FOUNTAIN HOUSE APT BLDG 6	1400 AVENUE OF THE OAKS 6 Sparks NV	OAKS 7 Sparks NV	FOUNTAIN HOUSE APARTMENTS BLDG 7	APARTMENTS BUILDING 7
<input type="checkbox"/>	10/08/2015	A1503402	New Residential Buildings & APT BLDG 10 Additions	FOUNTAINHOUSE OF THE OAKS 10	1400 AVENUE OF THE OAKS 10 Sparks NV		FOOTING AND FOUNDATION, UTILITIES FOUNTAIN HOUSE APARTMENTS BLDG 6	FOUNTAINHOUSE APARTMENT BUILDING 6
<input type="checkbox"/>	10/08/2015	A1503401	New Residential Buildings & APT BLDG 9 Additions	FOUNTAINHOUSE OF THE OAKS 9	1400 AVENUE OF THE OAKS 9 Sparks NV		NEW 26,805 SQ FT FOUR STORY, 22 UNIT, APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING #10	FOUNTAINHOUSE APARTMENT BLDG 10
<input type="checkbox"/>	10/08/2015	A1503400	New Residential Buildings & APT BLDG 8 Additions	FOUNTAINHOUSE OF THE OAKS 8	1400 AVENUE OF THE OAKS 8 Sparks NV		NEW 26,805 SQ FT FOUR STORY, 22 UNIT, APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING #9	FOUNTAINHOUSE APARTMENT BLDG 9
<input type="checkbox"/>	10/08/2015	A1503399	New Residential Buildings & APT BLDG 7 Additions	FOUNTAINHOUSE OF THE OAKS 7	1400 AVENUE OF THE OAKS 7 Sparks NV		NEW 26,805 SQ FT FOUR STORY, 22 UNIT, APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING #8	FOUNTAINHOUSE APARTMENT BLDG 8
<input type="checkbox"/>	10/08/2015	A1503398	New Residential APT BLDG 6	FOUNTAINHOUSE 1400 AVENUE	1400 AVENUE OF THE OAKS 7 Sparks NV		NEW 26,805 SQ FT FOUR STORY, 22 UNIT, APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING #7	FOUNTAINHOUSE APARTMENT BLDG 7
<input type="checkbox"/>	10/08/2015	A1503398	New Residential APT BLDG 6	FOUNTAINHOUSE 1400 AVENUE	1400 AVENUE OF THE OAKS 7 Sparks NV		NEW 26,805 SQ FT FOUR STORY, 22 UNIT, APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING #7	FOUNTAINHOUSE APARTMENT BLDG 7

Buildings & Additions

OF THE OAKS 6 Sparks NV

22 UNIT, APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING #6

BLDG 6

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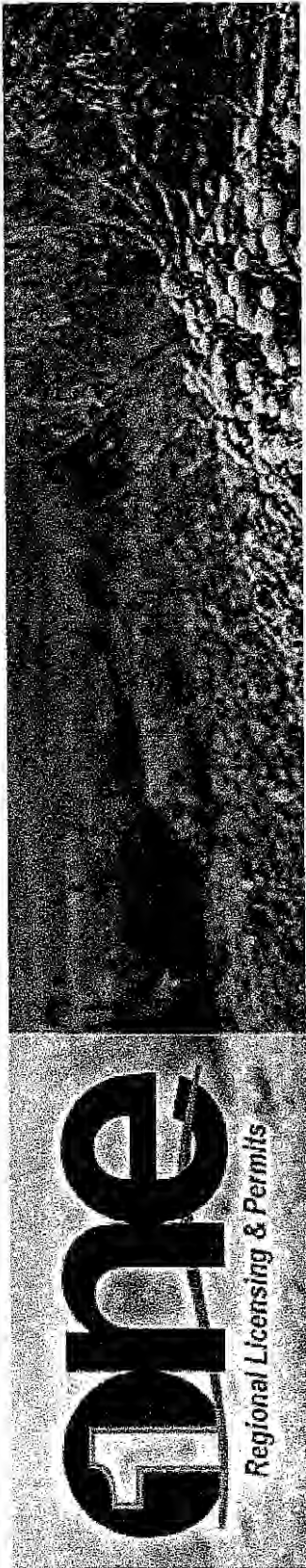
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- Record Information

## General Search

Record Number:

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Project Name:

Start Date:

02/16/2015

End Date:

02/15/2017

☐ License Type:

Contractor

State License Number:

0044017

First:

Last:

Name of Business:

Business License #:

4/3

Street No.:

From - To

Direction:

--Select--

Street Name:

Street Type:

--Select--

Unit Type:

--Select--

Unit No.:

Parcel No.:

City:

State:

Zip:

Agency:

SPARKS

Record Type:

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## 23 Record results matching your search results

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<input type="checkbox"/> Date	Record Number	Record Type	Project Name	Address	Status	Action	Agency	Description	Expiration Date	Short Notes
<input type="checkbox"/> 01/30/2017	SBLD17-20163	New Commercial Buildings & Additions	Fountainhouse Mixed Use Bldg	1240 AVENUE OF THE OAKS SPARKS NV 89431	In Review		SPARKS	New 19,989 sq ft 2-story building with retail and garage space on the first floor and 8 apartments on the second floor.		
<input type="checkbox"/> 01/30/2017	SBLD17-20162	New Commercial Buildings & Additions	Fountainhouse Mixed Use Bldg	1260 AVENUE OF THE OAKS SPARKS NV 89431	In Review		SPARKS	New 19,989 sq ft 2-story building with retail and garage space on the first floor and 8 apartments on the second floor. Fountainhouse Mixed Use		
<input type="checkbox"/> 11/02/2016	SBLD16-23015	New Residential Buildings & Additions	Bridges north building	1130 AVENUE OF THE OAKS SPARKS NV 89431	Issued	Pay Fees Due	SPARKS	New five story, mixed use bldg. Parking and retail space on ground floor. Two levels of parking above. 54 apartment units on floors four and five. The		Health location - Floor

<input type="checkbox"/>	09/30/2016	A1602757	New Residential Buildings & Additions	Bridges South building	1125 AVENUE OF THE OAKS Sparks NV	Issued	Pay Fees Due	SPARKS	Bridges north building NEW 155,391 SQ FT, 5 STORY MIXED USE BUILDING. PARKING AND RETAIL/OFFICE SPACE ON GROUND FLOOR, 140 APARTMENTS ON THE FOUR LEVELS ABOVE. THE BRIDGES SOUTH BUILDING	Plans on Closet Floor
<input type="checkbox"/>	08/26/2016	A1602410	Grading & Site Improvement		1125 AVENUE OF THE OAKS Sparks NV	Issued		SPARKS	DEMOLITION OF EXISTING PAVED PARKING AREA. GRADE PADS. INSTALL SEWER, WATER, STORM DRAIN AND DRY UTILITIES FOR 1125 AND 1130 AVENUE OF THE OAKS. THE BRIDGES @ VICTORIAN AVE	
<input type="checkbox"/>	12/08/2015	A1504082	New Residential Buildings & Additions	FOUNTAINHOUSE APT BLDG 5	1400 AVENUE OF THE OAKS 5 Sparks NV	Issued		SPARKS	NEW 26,805 SQ FT FOUR STORY, 22 UNIT, APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING # 5	
<input type="checkbox"/>	12/08/2015	A1504081	New Residential Buildings & Additions	FOUNTAINHOUSE APT BLDG 4	1400 AVENUE OF THE OAKS 4 Sparks NV	Finalized with C of O		SPARKS	NEW 26,805 SQ FT FOUR STORY, 22 UNIT, APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING # 4	
<input type="checkbox"/>	12/08/2015	A1504080	New	FOUNTAINHOUSE	1400	Issued		SPARKS	NEW 26,805 SQ	

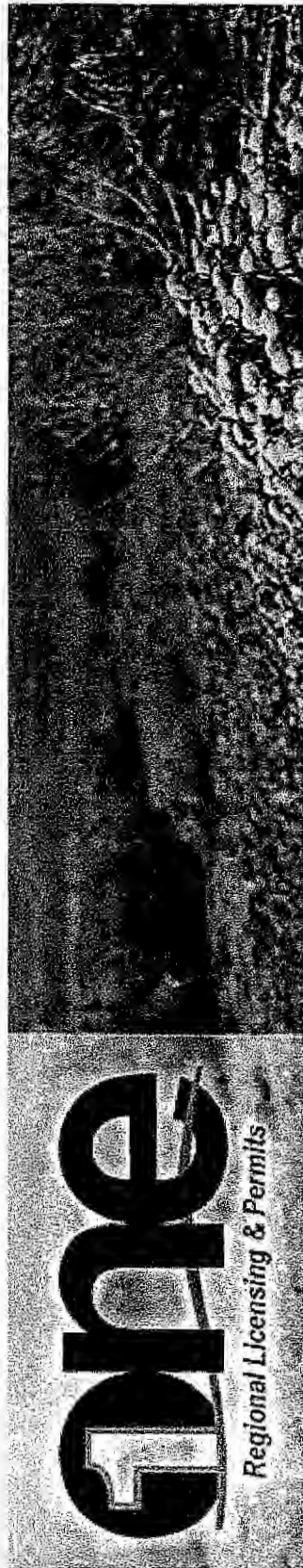
415

Residential Buildings & Additions	APT BLDG 3	AVENUE OF THE OAKS 3 Sparks NV	FT FOUR STORY, 22 UNIT, APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING # 3
New Residential Buildings & Additions	FOUNTAINHOUSE OF THE APT BLDG 2	1400 AVENUE OF THE OAKS 2 Sparks NV	NEW 26,805 SQ FT FOUR STORY, 22 UNIT APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING # 2
New Residential Buildings & Additions	FOUNTAINHOUSE OF THE APT BLDG 1	1400 AVENUE OF THE OAKS 1 Sparks NV	NEW 26,805 SQ FT FOUR STORY, 22 UNIT, APARTMENT BUILDING. FOUNTAINHOUSE APARTMENTS BUILDING # 1



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- Parcel Number
- Record Information

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Record Number:

<https://aca.accela.com/ONE/Cap/CapHome.aspx?module=Building&TabName=Building>

Project Name:

Start Date:

02/16/2015

End Date:

02/15/2017

☐ License Type:

Contractor

State License Number:

0044017

First:

Last:

Name of Business:

Business License #:

Street No.:

From - To

Direction:

--Select--

Street Name:

Street Type:

--Select--

Unit Type:

--Select--

Unit No.:

Parcel No.:

City:

State:

Zip:

Agency:

RENO

Record Type:

--Select--

Search Additional Criteria

Search Clear

71 Record results matching your search results

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Showing 1-10 of 71 | Download results

<input type="checkbox"/> Date	Record Number	Record Type	Project Name	Address	Status	Action	Agency	Description	Expiration Date	Short Notes
<input checked="" type="checkbox"/> 02/15/2017	BLD17-05295	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY RENO NV 89506	Accepted	Pay Fees Due	RENO	CARPORTS. CONSTRUCT NEW CARPORTS, 10 STALLS. (SECTION 2)			SKY VISTA COMMONS 2
<input checked="" type="checkbox"/> 02/15/2017	BLD17-05292	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY RENO NV 89506	Accepted	Pay Fees Due	RENO	CARPORTS. CONSTRUCT NEW CARPORTS, 20 STALLS. (SECTION 5)			SKY VISTA COMMONS 2
<input checked="" type="checkbox"/> 02/15/2017	BLD17-05291	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY RENO NV 89506	Accepted	Pay Fees Due	RENO	CARPORTS. CONSTRUCT NEW CARPORTS, 5 STALLS. (SECTION 6)			SKY VISTA COMMONS 2
<input checked="" type="checkbox"/> 02/15/2017	BLD17-05294	Building/Commercial/New Construction/NA	9101 SKY VISTA	Accepted	Pay Fees Due	RENO	CARPORTS. CONSTRUCT NEW			SKY VISTA COMMONS 2

<input type="checkbox"/>	02/15/2017	BLD17-05293	Building/Commercial/New Construction/NA	PKWY RENO NV 89506	Accepted	Pay Fees Due	RENO	CARPORTS, 8 STALLS. (SECTION 3)	SKY VISTA COMMONS 2
<input type="checkbox"/>	02/15/2017	BLD17-05290	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY RENO NV 89506	Accepted	Pay Fees Due	RENO	CARPORTS, 8 STALLS. (SECTION 4)	SKY VISTA COMMONS 2
<input type="checkbox"/>	02/15/2017	BLD17-05288	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY RENO NV 89506	Accepted	Pay Fees Due	RENO	CARPORTS, 8 STALLS. (SECTION 1)	SKY VISTA COMMONS 2
<input type="checkbox"/>	10/25/2016	SGN17-02979	Building/Sign/NA/NA	9101 SKY VISTA PKWY RENO NV 89506	Active/Permit Issued		RENO	SIGN. ONE ENTRANCE SIGN TO THE MULTI FAMILY PROJECT.	SKY VISTA COMMONS SOUTH
<input type="checkbox"/>	07/27/2016	BLD17-00644	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY BLDG 9 RENO NV 89506	Active/Permit Issued		RENO	APARTMENTS. REPEAT BLDG A; 8 UNIT 1 BD; RE:MST16- 06282; 2012 CODE, 2009 IECC	SKY VISTA APARTMENTS PHASE II
<input type="checkbox"/>	07/27/2016	BLD17-00643	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY BLDG 6	Active/Permit Issued		RENO	APARTMENTS. REPEAT BLDG A; 8 UNIT 1 BD; RE:MST16-	SKY VISTA APARTMENTS PHASE II



RENO  
NV  
89506

06282; 2012  
CODE, 2009  
IECC

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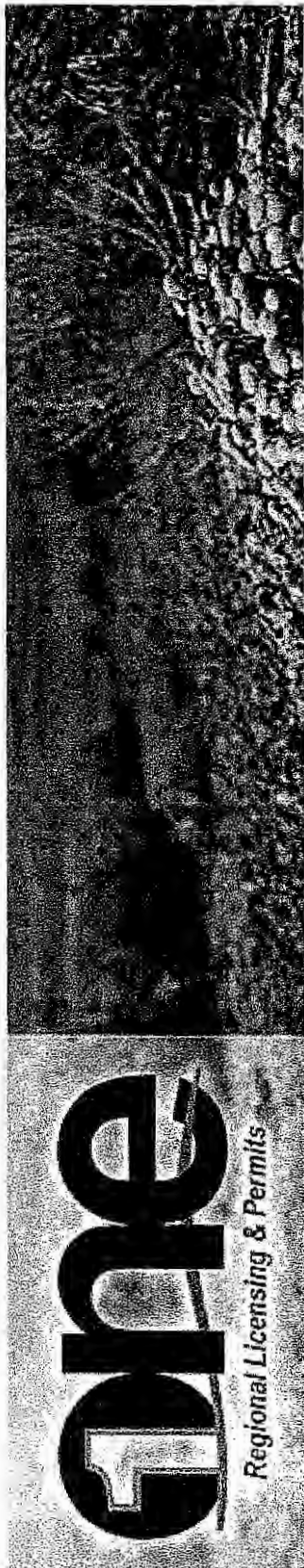
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- Record Information

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Record Number:

<https://aca.accela.com/ONE/Cap/Home.aspx?module=Building&TabName=Building>

Project Name:

Start Date:

02/16/2015

End Date:

02/15/2017

License Type:

Contractor

State License Number:

0044017

First:

Last:

Name of Business:

Business License #:

Street No.:

From - To

Direction:

--Select--

Street Name:

Street Type:

--Select--

Unit Type:

--Select--

Unit No.:

Parcel No.:

City:

State:

Zip:

Agency:

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Record Type:

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<input type="checkbox"/> Date	Record Number	Record Type	Project Name	Address	Status	Action	Agency	Description	Expiration Date	Short Notes
<input type="checkbox"/> 07/27/2016	BLD17-00642	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY BLDG 5 RENO NV 89506	Active/Permit Issued		RENO		APARTMENTS. REPEAT BLDG A; 8 UNIT 1 BD; RE:MST16-06282; 2012 CODE, 2009 IECC		SKY VISTA APARTMENTS PHASE II
<input type="checkbox"/> 07/27/2016	BLD17-00641	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY BLDG 3 RENO NV 89506	Active/Permit Issued		RENO		APARTMENTS. REPEAT BLDG A; 8 UNIT 1 BD; RE:MST16-06282; 2012 CODE, 2009 IECC		SKY VISTA APARTMENTS PHASE II
<input type="checkbox"/> 07/27/2016	BLD17-00640	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY BLDG 1 RENO NV 89506	Active/Permit Issued		RENO		APARTMENTS. REPEAT BLDG A; 8 UNIT 1 BD; RE:MST16-06282; 2012 CODE, 2009 IECC		SKY VISTA APARTMENTS PHASE II

724

<input type="checkbox"/>	07/27/2016	BLD17-00649	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY BLDG 8 RENO NV 89506	Active/Permit Issued	RENO	APARTMENTS. REPEAT BLDG B; 8 - 2 BD UNITS; RE:MST16-06284; 2012 IBC, 2009 IECC	SKY VISTA PHASE II
<input type="checkbox"/>	07/27/2016	BLD17-00648	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY BLDG 7 RENO NV 89506	Active/Permit Issued	RENO	APARTMENTS. REPEAT BLDG B; 8 - 2 BD UNITS; RE:MST16-06284; 2012 IBC, 2009 IECC	SKY VISTA PHASE II
<input type="checkbox"/>	07/27/2016	BLD17-00647	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY BLDG 4 RENO NV 89506	Active/Permit Issued	RENO	APARTMENTS. REPEAT BLDG B; 8 - 2 BD UNITS; RE:MST16-06284; 2012 IBC, 2009 IECC	SKY VISTA PHASE II
<input type="checkbox"/>	07/27/2016	BLD17-00646	Building/Commercial/New Construction/NA	9101 SKY VISTA PKWY BLDG 2 RENO NV 89506	Active/Permit Issued	RENO	APARTMENTS. REPEAT BLDG B; 8 - 2 BD UNITS; RE:MST16-06284; 2012 IBC, 2009 IECC	SKY VISTA PHASE II
<input type="checkbox"/>	03/09/2016	BLD16-06402	Building/Commercial/Grading & Site Improvements/NA	0 SKY VISTA PKWY RENO NV 89506	Active/Permit Issued	RENO	SITE IMPROVEMENTS. GRADING AND SITE IMPROVEMENTS - INCLUDES LANDSCAPING, UTILITIES AND ELEC. (MASTER A BLD16-06282, MASTER B BLD16-06284)	SKY VISTA APARTMENTS PH 2
	03/04/2016	BLD16-	Building/Commercial/New	9101	Cancelled	RENO	APARTMENT	SKY VISTA

425

06282 Construction/NA

SKY  
VISTA  
PKWY  
RENO  
NV  
89506

BUILDING.  
MASTER PLAN  
FOR BUILDING A  
- EIGHT ONE-  
BEDROOM  
UNITS  
(GRADING &  
SITE BLD16-  
06402) \*\*\*2012  
IECC UPDATED  
7/25/16\*\*\*

APARTMENTS  
PH 2

☐ 03/04/2016 BLD16- Building/Commercial/New  
06284 Construction/NA

0 SKY  
VISTA  
PKWY  
RENO  
NV  
89506

RENO

APARTMENT  
BUILDING.  
MASTER PLAN  
FOR BUILDING B  
- EIGHT TWO-  
BEDROOM  
UNITS  
(GRADING &  
SITE BLD16-  
06402) \*\*\*2012  
IECC UPDATED -  
7/25/16\*\*\*

SKY VISTA  
APARTMENTS  
PH 2

426

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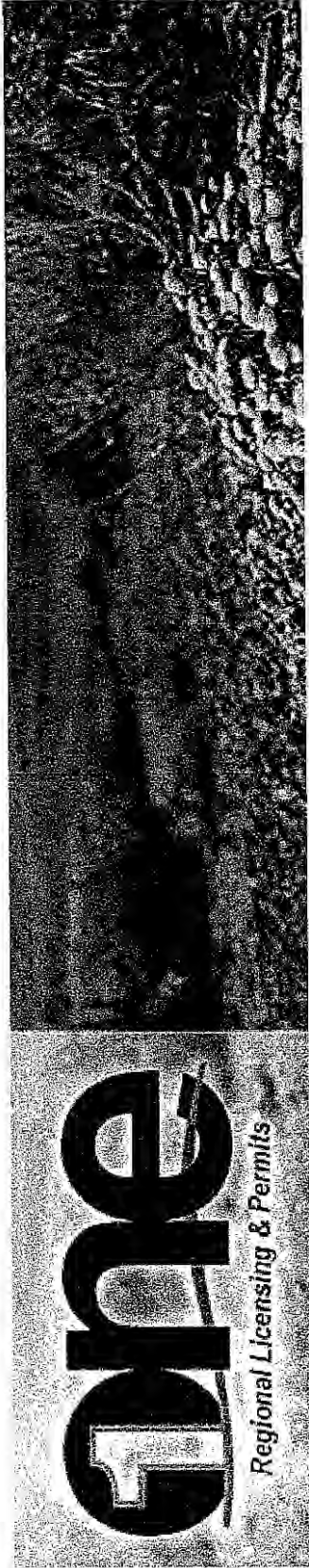
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- Record Information

## General Search

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Record Number:

<https://aca.accela.com/ONE/Cap/CapHome.aspx?module=Building&TabName=Building>

Project Name:

Start Date:

02/16/2015

End Date:

02/15/2017

License Type:

Contractor

State License Number:

0044017

First:

Last:

Name of Business:

Business License #:

Street No.:

From - To

Direction:

--Select--

Street Name:

Street Type:

--Select--

Unit Type:

--Select--

Unit No.:

Parcel No.:

City:

State:

Zip:

Agency:

RENO



Record Type:

--Select--

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## 71 Record results matching your search results

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<input type="checkbox"/> Date	Record Number	Record Type	Project Name	Address	Status	Action	Agency	Description	Expiration Date	Short Not
429										
<input type="checkbox"/> 03/04/2016	BLD16- 06283	Building/Commercial/Remodel & Addition/NA	MULTIPLE SET (3)	9455 SKY VISTA PKWY CLUBHOUSE RENO NV 89506	Active/Permit Issued		RENO	CLUBHOUSE EXPANSION. ADDITION OF 1496 SQ FT TO EXISTING CLUBHOUSE; WALLS, STRUCTURAL, PLUMBING, ELECTRICAL, AND MECHANICAL (CLUBHOUSE LDP00-03749)		THE SKY VISTA APARTMENT
<input type="checkbox"/> 01/11/2016	BLD16- 05048	Building/Commercial/Remodel & Addition/NA		2490 EASTSHORE PL AREA 28 RENO NV 89509	Closed		RENO	CARPOT. REPEAT 12 STALL; RE:MST16-00315F		EDGEWAT AT VIRGIN LAKE
<input type="checkbox"/> 01/11/2016	BLD16- 05047	Building/Commercial/Remodel & Addition/NA		2490 EASTSHORE PL AREA 22 RENO NV 89509	Closed		RENO	CARPOT. REPEAT 12 STALL; RE:MST16-00315F		EDGEWAT AT VIRGIN LAKE

<input type="checkbox"/>	01/11/2016	BLD16-05050	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL AREA 29 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 22 STALL; RE:MST16- 00315K	EDGEWAT AT VIRGIN LAKE
<input type="checkbox"/>	01/11/2016	BLD16-05049	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL AREA 23 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 14 STALL; RE:MST16- 00315H	EDGEWAT AT VIRGIN LAKE
<input type="checkbox"/>	01/11/2016	BLD16-05046	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL AREA 27 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 10 STALL; RE:MST16- 00315E	EDGEWAT AT VIRGIN LAKE
<input type="checkbox"/>	01/11/2016	BLD16-05045	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL AREA 26 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 10 STALL; RE:MST16- 00315E	EDGEWAT AT VIRGIN LAKE
<input type="checkbox"/>	01/11/2016	BLD16-05044	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL AREA 25 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 10 STALL; RE:MST16- 00315E	EDGEWAT AT VIRGIN LAKE
<input type="checkbox"/>	01/11/2016	BLD16-05043	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL AREA 24 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 10 STALL; RE:MST16- 00315E	EDGEWAT AT VIRGIN LAKE
<input type="checkbox"/>	12/02/2015	BLD16-04158	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL 2-24 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 24 STALL; RE:MST16- 00315L	EDGEWAT AT VIRGIN LAKE

430

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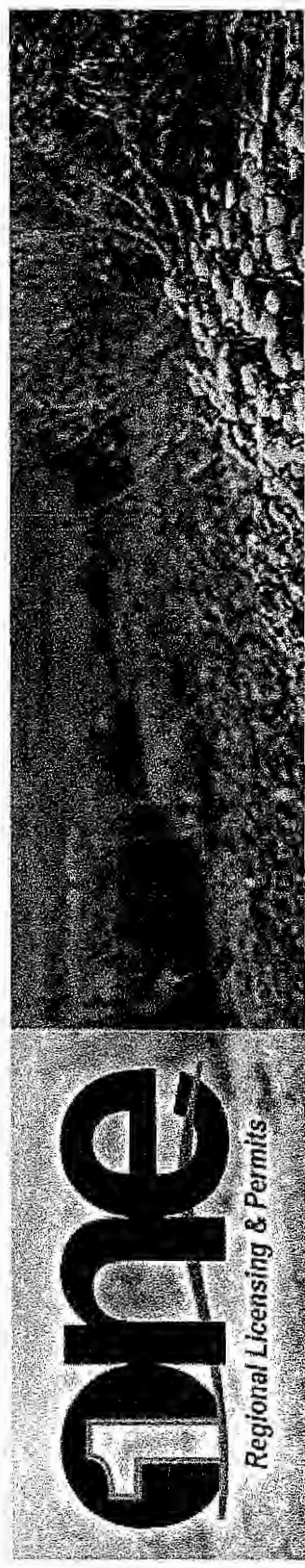
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- Contractor License Information
- Parcel Number
- Record Information

## General Search

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Record Number:

<https://aca.accela.com/ONE/Cap/Home.aspx?module=Building&TabName=Building>

Project Name:

Start Date:

02/16/2015

End Date:

02/15/2017

License Type:

Contractor

State License Number:

0044017

First:

Last:

Name of Business:

Business License #:

Street No.:

From - To

Direction:

--Select--

Street Name:

Street Type:

--Select--

Unit Type:

--Select--

Unit No.:

Parcel No.:

City:

State:

Zip:

Agency:

RENO

433

Record Type:

--Select--

Search Additional Criteria

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## 71 Record results matching your search results

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Showing 31-40 of 71 | Download results

<input type="checkbox"/> Date	Record Number	Record Type	Project Name	Address	Status	Action	Agency	Description	Expiration Date	Short Notes
<input type="checkbox"/> 12/02/2015	BLD16-04153	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL 21-4 RENO NV 89509	2490 EASTSHORE PL 21-4 RENO NV 89509	Closed		RENO	CARPORT. REPEAT 4 STALL; RE:MST16-00315A		EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/> 12/02/2015	BLD16-04154	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL 19-5 RENO NV 89509	2490 EASTSHORE PL 19-5 RENO NV 89509	Closed		RENO	CARPORT. REPEAT 5 STALL; RE:MST16-00315B		EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/> 12/02/2015	BLD16-04152	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL 20-3 RENO NV 89509	2490 EASTSHORE PL 20-3 RENO NV 89509	Closed		RENO	CARPORT. REPEAT 3 STALL; RE:MST16-00315		EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/> 12/02/2015	BLD16-04157	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL 1-13 RENO NV 89509	2490 EASTSHORE PL 1-13 RENO NV 89509	Closed		RENO	CARPORT. REPEAT 13 STALL; RE:MST16-00315G		EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/> 12/02/2015	BLD16-04156	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL 17-8 RENO NV 89509	2490 EASTSHORE PL 17-8 RENO NV 89509	Closed		RENO	CARPORT. REPEAT 8 STALL;		EDGEWATER AT VIRGINIA LAKE

434

<input type="checkbox"/>	12/02/2015	BLD16-04155	Building/Residential/Remodel & Addition/NA	2490 EASTSHORE PL 18-6 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 6 STALL; RE:MST16-00315C	EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/>	10/03/2015	BLD16-02479	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL SECTION 11 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 16 STALL; RE:MST16-00315J	EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/>	10/03/2015	BLD16-02477	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL SECTION 10 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 4 STALL; RE:MST16-00315A	EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/>	10/03/2015	BLD16-02476	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL SECTION 9 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 10 STALL; RE:MST16-00315E	EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/>	10/03/2015	BLD16-02475	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL SECTION 8 RENO NV 89509	Closed	RENO	CARPORT. REPEAT 10 STALL; RE:MST16-00315E	EDGEWATER AT VIRGINIA LAKE

< Prev 1 2 3 4 5 6 7 8 Next >



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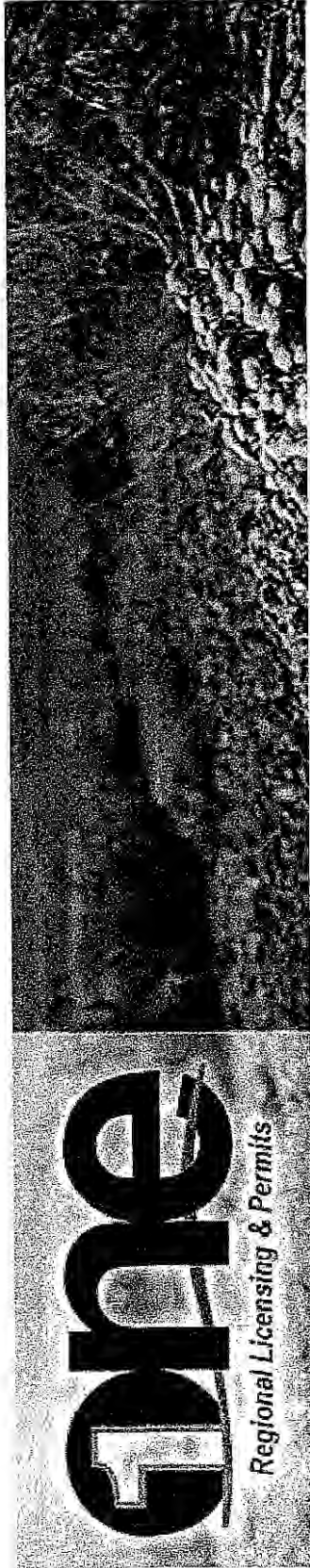
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## Search for Records

Enter information below to search for records.

- Site Address
- Contractor License Information
- Parcel Number
- Record Information

## General Search

Record Number:

☐ Search All Records



Project Name:

Start Date:

02/16/2015

End Date:

02/15/2017

License Type:

State License Number:

Contractor

0044017

First:

Last:

Name of Business:

Business License #:

Street No.:

From - To

Direction:

--Select--

Street Name:

Street Type:

--Select--

Unit Type:

--Select--

Unit No.:

Parcel No.:

City:

State:

Zip:

Agency:

RENO

437

Record Type:

--Select--

Search Additional Criteria

Search Clear

## 71 Record results matching your search results

Click any of the results below to view more details.

Showing 41-50 of 71 | Download results

<input type="checkbox"/> Date	Record Number	Record Type	Project Name	Address	Status	Action	Agency	Description	Expiration Date	Short Notes
<input type="checkbox"/> 10/03/2015	BLD16-02474	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL SECTION 7 RENO NV 89509	2490 EASTSHORE PL SECTION 7 RENO NV 89509	Closed		RENO	CARPORT. REPEAT 10 STALL; RE:MST16-00315E		EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/> 10/03/2015	BLD16-02473	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL SECTION 6 RENO NV 89509	2490 EASTSHORE PL SECTION 6 RENO NV 89509	Closed		RENO	CARPORT. REPEAT 10 STALL; RE:MST16-00315E		EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/> 10/03/2015	BLD16-02472	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL SECTION 3 RENO NV 89509	2490 EASTSHORE PL SECTION 3 RENO NV 89509	Closed		RENO	CARPORT. REPEAT 10 STALL; RE:MST16-00315E		EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/> 10/03/2015	BLD16-02471	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL SECTION 12 RENO NV 89509	2490 EASTSHORE PL SECTION 12 RENO NV 89509	Closed		RENO	CARPORT. REPEAT 8 STALL; RE:MST16-00315D		EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/> 10/03/2015	BLD16-02469	Building/Commercial/Remodel & Addition/NA	2490 EASTSHORE PL SECTION	2490 EASTSHORE PL SECTION	Closed		RENO	CARPORT. REPEAT 10 STALL;		EDGEWATER AT VIRGINIA LAKE

☐ 10/03/2015 BLD16-02478
Building/Commercial/Remodel  
& Addition/NA13 RENO NV  
89509RE:MST16-  
00315E

2490

EASTSHORE  
PL SECTION 4 Closed  
RENO NV  
89509

RENO

CARPORT.  
REPEAT 14  
STALL;  
RE:MST16-  
00315HEDGEWATER  
AT VIRGINIA  
LAKE
☐ 10/03/2015 BLD16-02470
Building/Commercial/Remodel  
& Addition/NA

2490

EASTSHORE  
PL SECTION 5 Closed  
RENO NV  
89509

RENO

CARPORT.  
REPEAT 4  
STALL;  
RE:MST16-  
00315AEDGEWATER  
AT VIRGINIA  
LAKE
☐ 10/03/2015 BLD16-02467
Building/Residential/Remodel  
& Addition/NA

2490

EASTSHORE  
PL SECTION  
15 RENO NV  
89509

RENO

CARPORT.  
REPEAT 6  
STALL;  
RE:MST16-  
00315CEDGEWATER  
AT VIRGINIA  
LAKE
☐ 10/03/2015 BLD16-02468
Building/Commercial/Remodel  
& Addition/NA

2490

EASTSHORE  
PL SECTION  
14 RENO NV  
89509

RENO

CARPORT.  
REPEAT 8  
STALL;  
RE:MST16-  
00315DEDGEWATER  
AT VIRGINIA  
LAKE
☐ 10/03/2015 BLD16-02466
Building/Commercial/Remodel  
& Addition/NA

2490

EASTSHORE  
PL SECTION  
16 RENO NV  
89509

RENO

CARPORT.  
REPEAT 5  
STALL;  
RE:MST16-  
00315BEDGEWATER  
AT VIRGINIA  
LAKE
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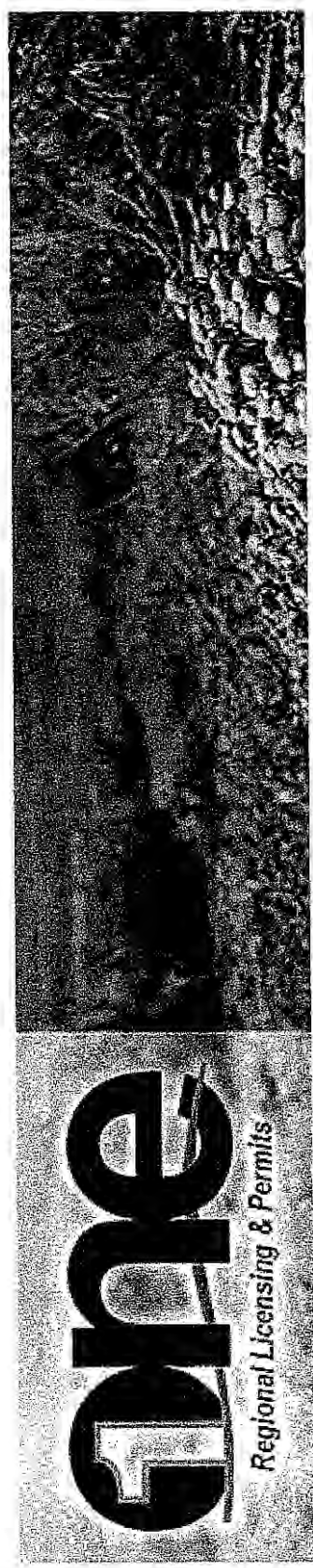
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## Search for Records

Enter information below to search for records.

- Site Address
- Contractor License Information
- Parcel Number
- Record Information

## General Search

☐ Search All Records

Record Number:

<https://aca.accela.com/ONE/Cap/CapHome.aspx?module=Building&TabName=Building>

Project Name:

Start Date:

02/16/2015

End Date:

02/15/2017

License Type:

Contractor

State License Number:

0044017

First:

Last:

Name of Business:

Business License #:

Street No.:

From - To

Direction:

--Select--

Street Name:

Street Type:

--Select--

Unit Type:

--Select--

Unit No.:

Parcel No.:

City:

State:

Zip:

Agency:

RENO

Record Type:

--Select--

► Search Additional Criteria

Search Clear

## 71 Record results matching your search results

Click any of the results below to view more details.

Showing 51-60 of 71 | Download results

<input type="checkbox"/> Date	Record Number	Record Type	Project Name	Address	Status	Action	Agency	Description	Expiration Date	Short Notes
<input type="checkbox"/> 07/13/2015	BLD16-00315	Building/Commercial/Remodel & Addition/NA	2 SET	0 EASTSHORE PL RENO NV 89509	Cancelled		RENO	CARPETS. MASTER PLAN - 29 STALLS, 288 UNITS.		EDGEWATER AT VIRGINIA LAKE
<input type="checkbox"/> 04/10/2015	BLD15-06393	Building/Commercial/New Construction/NA		9755 SILVER SKY PKWY BLDG 45 RENO NV 89506	Closed		RENO	APARTMENT. REPEAT. 8 UNIT BLDG B; RE:MST14-00999; 2012 CODE		BUNGALOWS AT SKY VISTA
<input type="checkbox"/> 04/10/2015	BLD15-06392	Building/Commercial/New Construction/NA		9755 SILVER SKY PKWY BLDG 44 RENO NV 89506	Closed		RENO	APARTMENT. REPEAT. 8 UNIT BLDG B; RE:MST14-00999; 2012 CODE		BUNGALOWS AT SKY VISTA
<input type="checkbox"/> 04/10/2015	BLD15-06394	Building/Commercial/New Construction/NA		9755 SILVER SKY PKWY BLDG 46 RENO NV 89506	Closed		RENO	APARTMENT. REPEAT. 6 UNIT BLDG A; RE:MST14-01000; 2012 CODE		BUNGALOWS AT SKY VISTA
<input type="checkbox"/> 03/28/2015	BLD15-	Building/Commercial/New		9755 SILVER	Closed		RENO	APARTMENT.		BUNGALOWS

<input type="checkbox"/>	06092	Construction/NA	SKY PKWY BLDG 43 RENO NV 89506	REPEAT. 8 UNIT BLDG B; RE:MST14- 00999; 2012 CODE	AT SKY VISTA
<input type="checkbox"/>	03/28/2015	BLD15- 06093	Building/Commercial/New Construction/NA	9755 SILVER SKY PKWY BLDG 42 RENO NV 89506	RENO
<input type="checkbox"/>	03/26/2015	BLD15- 06007	Building/Commercial/Electrical/NA	9755 SILVER SKY PKWY TPP @ 43	Closed
<input type="checkbox"/>	03/26/2015	BLD15- 06006	Building/Commercial/Electrical/NA	TPP. TEMP POWER POLE AT BLDG 43	RENO
<input type="checkbox"/>	03/19/2015	BLD15- 05806	Building/Commercial/New Construction/NA	2490 EASTSHORE PL BLDG 6 RENO NV 89509	Closed
<input type="checkbox"/>	03/19/2015	BLD15- 05805	Building/Commercial/New Construction/NA	2490 EASTSHORE PL BLDG 5 RENO NV 89509	Closed

443

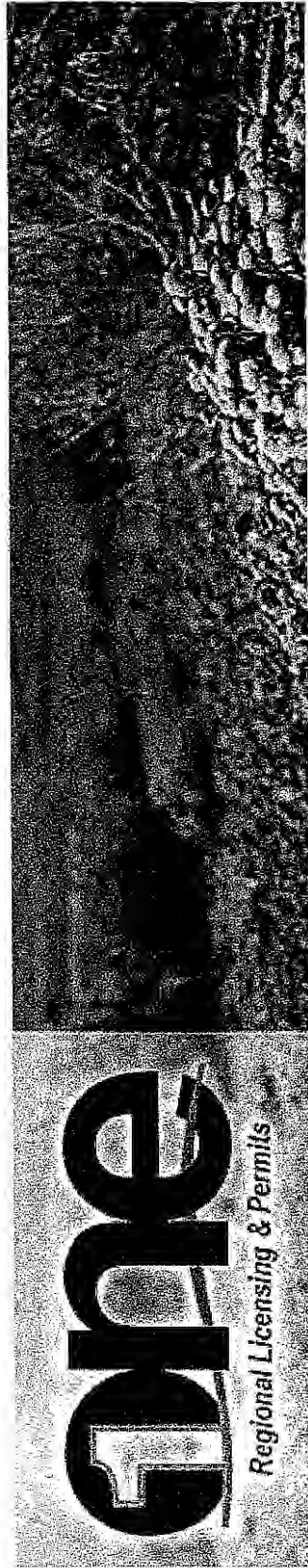


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## Search for Records

Enter information below to search for records.

- Site Address
- Contractor License Information
- Parcel Number
- Record Information

## General Search

☐ Search All Records

Record Number:

<https://aca.accela.com/ONE/CapHome.aspx?module=Building&TabName=Building>



Project Name:

Start Date:

02/16/2015

End Date:

02/15/2017

License Type:

Contractor

State License Number:

0044017

First:

Last:

Name of Business:

Business License #:

445

Street No.:

From - To

Direction:

--Select--

Street Name:

Street Type:

--Select--

Unit Type:

--Select--

Unit No.:

Parcel No.:

City:

State:

Zip:

Agency:

RENO

Record Type:

--Select--

Search Additional Criteria

Search Clear

## 71 Record results matching your search results

Click any of the results below to view more details.

Showing 61-70 of 71 | Download results

<input type="checkbox"/> Date	Record Number	Record Type	Project Name	Address	Status	Action	Agency	Description	Expiration Date	Short Notes
<input type="checkbox"/> 03/19/2015	BLD15-05804	Building/Commercial/New Construction/NA	2490 EASTSHORE PL BLDG 4 RENO NV 89509	Closed		RENO	CONDO. REPEAT 8 UNIT BLDG; RE:MST14-06256; 2012 IBC CODE			EDGEWATER @ VIRGINIA LAKE
<input type="checkbox"/> 03/19/2015	BLD15-05803	Building/Commercial/New Construction/NA	2490 EASTSHORE PL BLDG K RENO NV 89509	Closed		RENO	APARTMENTS. REPEAT BLDG B; 30 UNITS; RE:MST14-06485; 2012 IBC			EDGEWATER
<input type="checkbox"/> 03/19/2015	BLD15-05802	Building/Commercial/New Construction/NA	2490 EASTSHORE PL BLDG J RENO NV 89509	Closed		RENO	APARTMENTS. REPEAT BLDG B; 30 UNITS; RE:MST14-06485; 2012 IBC			EDGEWATER
<input type="checkbox"/> 03/19/2015	BLD15-05801	Building/Commercial/New Construction/NA	2490 EASTSHORE PL BLDG I RENO NV 89509	Closed		RENO	APARTMENTS. BUILDING A; 24 UNIT 3 STORY; RE:MST14-06484; 2012 IBC			EDGEWATER

<input type="checkbox"/> 03/19/2015	BLD15-05800	Building/Commercial/New Construction/NA	2490 EASTSHORE PL BLDG H RENO NV 89509	Closed	RENO	APARTMENTS. BUILDING A; 24 UNIT 3 STORY; RE:MST14- 06484; 2012 IBC	EDGEWATER
<input type="checkbox"/> 03/19/2015	BLD15-05799	Building/Commercial/New Construction/NA	2490 EASTSHORE PL BLDG G RENO NV 89509	Closed	RENO	APARTMENTS. BUILDING A; 24 UNIT 3 STORY; RE:MST14- 06484; 2012 IBC	EDGEWATER
<input type="checkbox"/> 03/18/2015	BLD15-05732	Building/Commercial/New Construction/NA	9755 SILVER SKY PKWY BLDG 40 RENO NV 89506	Closed	RENO	APARTMENT. REPEAT. 8 UNIT BLDG B; RE:MST14- 00999; 2012 CODE	BUNGALOWS AT SKY VISTA
<input type="checkbox"/> 03/18/2015	BLD15-05731	Building/Commercial/New Construction/NA	9755 SILVER SKY PKWY BLDG 41 RENO NV 89506	Closed	RENO	APARTMENT. REPEAT. 8 UNIT BLDG B; RE:MST14- 00999; 2012 CODE	BUNGALOWS AT SKY VISTA
<input type="checkbox"/> 02/17/2015	BLD15-05030	Building/Commercial/New Construction/NA	2490 EASTSHORE PL BLDG A RENO NV 89509	Closed	RENO	APARTMENTS. REPEAT BLDG B; 30 UNITS; RE:MST14- 06485; 2012 IBC	EDGEWATER
<input type="checkbox"/> 02/17/2015	BLD15-05026	Building/Commercial/New Construction/NA	2490 EASTSHORE PL BLDG 1 RENO NV 89509	Closed	RENO	CONDO. REPEAT 8 UNIT BLDG; RE:MST14- 06256; 2012 IBC CODE	EDGEWATER

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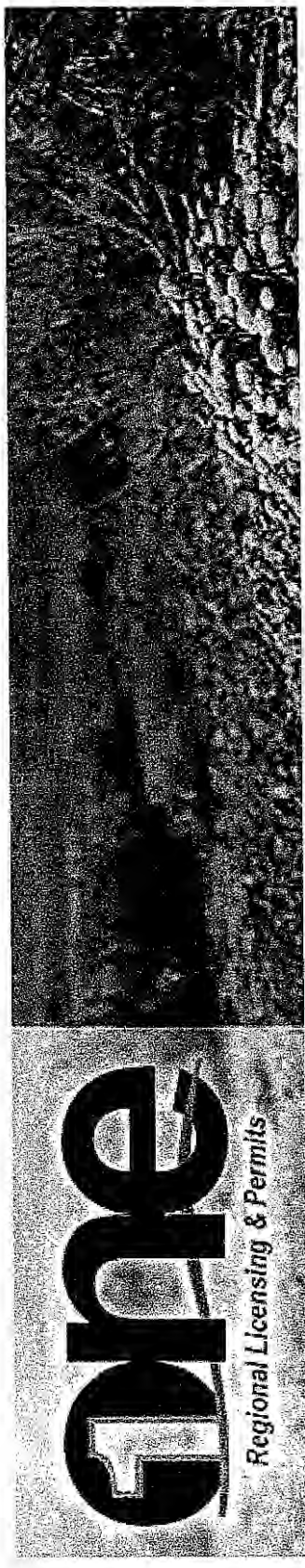
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## Search for Records

Enter information below to search for records.

- Site Address
- Contractor License Information
- Parcel Number
- Record Information

## General Search

☐ Search All Records

Record Number:

<https://aca.accela.com/ONE/CapHome.aspx?module=Building&TabName=Building>

Project Name:

Start Date:

02/16/2015

End Date:

02/15/2017

License Type:

Contractor

State License Number:

0044017

First:

Last:

Name of Business:

Business License #:

450

Street No.:

From - To

Direction:

--Select--

Street Name:

Street Type:

--Select--

Unit Type:

--Select--

Unit No.:

Parcel No.:

City:

State:

Zip:

Agency:

RENO

Record Type:

--Select--

Search Additional Criteria

Search Clear

### 71 Record results matching your search results

Click any of the results below to view more details.

Showing 71-71 of 71 | Download results

<input type="checkbox"/> Date	Record Number	Record Type	Project Name	Address	Status	Action	Agency	Description	Expiration Date	Short Notes
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<input type="checkbox"/> 02/17/2015	BLD15-05029	Building/Commercial/New Construction/NA	2490 EASTSHORE PL BLDG B RENO NV 89509	Closed	RENO			APARTMENTS. BUILDING A; 24 UNIT 3 STORY; RE:MST14-06484; 2012 IBC		EDGEWATER
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451

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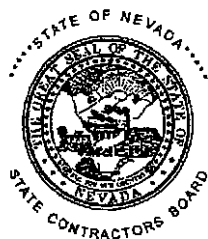
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# NEVADA STATE CONTRACTORS BOARD

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2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-  
www.nscb.nv.gov

October 21, 2016

Randal James Ryckebosch, Managing Member  
RENO TAHOE CABINETS & MORE  
4792 LONGLEY LANE  
RENO NV 89502

Re: License No. 0071762A

*Final Approval  
11/14/16  
JVG*

Your application to raise the limit on the above referenced license has been approved by staff as stated below. This action is subject to ratification by the Board. If the action is not ratified, the license may be modified or suspended for further investigation and action.

Date of Approval:	October 19, 2016
License Limit:	\$3,000,000
Bond Amount:	\$30,000
Contingencies:	Please provide an original bond or rider amending your surety bond amount from \$10,000 to \$30,000 within the following (30) day period.

The approval will become effective upon compliance with all contingencies listed above. If no contingencies were established, the change is effective as of the date of approval.

If you have any questions regarding this action, please contact me at, 775-688-1141 ext. 7863.

Sincerely,

Melanie Vasquez, Licensing Aide

Cc: License File #0071762A

452





# NEVADA STATE CONTRACTORS BOARD

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[www.nscb.nv.gov](http://www.nscb.nv.gov)

April 26, 2016

Deborah Paschall, President  
**ZEPHYR PLUMBING INC**  
1080 Linda Way, #3  
Sparks, NV 89431

OK  
to approve  
4/27/16

Re: License No. 0074199

Your application to raise the limit on the above referenced license has been approved by staff as stated below. This action is subject to ratification by the Board. If the action is not ratified, the license may be modified or suspended for further investigation and action.

Date of Approval:	April 25, 2016
License Limit:	\$3,300,000
Bond Amount:	\$30,000
Contingencies:	Please provide an <i>original</i> bond, OR rider amending your bond amount from \$15,000 to \$30,000 within the following thirty (30) day period.

chrg  
4/27/16  
APP.

The approval will become effective upon compliance with all contingencies listed above. If no contingencies were established, the change is effective as of the date of approval.

If you have any questions regarding this action, please contact me at, (775)688-1141, ext.7863.

Sincerely,

A handwritten signature in black ink, appearing to be "K. Guinn".

Kerrie Guinn  
Licensing Aide, Reno

Cc: License File #0074199  
Susan Kamesch, Licensing Supervisor  
Northern Nevada Office

453

# SILVERWING DEVELOPMENT

## Business Entity Information

Status:	Active	File Date:	7/28/1995
Type:	Domestic Corporation	Entity Number:	C12552-1995
Qualifying State:	NV	List of Officers Due:	7/31/2017
Managed By:		Expiration Date:	
NV Business ID:	NV19951110134	Business License Exp:	7/31/2017

## Additional Information

Central Index Key:	
--------------------	--

## Registered Agent Information

Name:	J CARTER WITT III	Address 1:	245 E LIBERTY ST STE 215
Address 2:		City:	RENO
State:	NV	Zip Code:	89501
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent		
Status:	Active		

## Financial Information

No Par Share Count:	0	Capital Amount:	\$ 1,000.00
Par Share Count:	1,000.00	Par Share Value:	\$ 1.00

## — Officers

☐ Include Inactive Officers

### Secretary - ELIZABETH G WITT

Address 1:	9650 GATEWAY DR STE 201	Address 2:	
City:	RENO	State:	CA
Zip Code:	89521	Country:	USA
Status:	Active	Email:	

### Treasurer - ELIZABETH G WITT

Address 1:	9650 GATEWAY DRIVE	Address 2:	
City:	RENO	State:	NV
Zip Code:	89521	Country:	USA
Status:	Active	Email:	

### President - J CARTER WITT III

454

Address 1:	9650 GATEWAY DR STE 201	Address 2:	
City:	RENO	State:	CA
Zip Code:	89521	Country:	USA
Status:	Active	Email:	
Director - J CARTER WITT III			
Address 1:	9650 GATEWAY DR STE 201	Address 2:	
City:	RENO	State:	CA
Zip Code:	89521	Country:	USA
Status:	Active	Email:	

<b>Actions\Amendments</b>			
Action Type:	Articles of Incorporation		
Document Number:	C12552-1995-001	# of Pages:	1
File Date:	7/28/1995	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	C12552-1995-003	# of Pages:	1
File Date:	1/17/1996	Effective Date:	
LEWIS S FELDMAN 230 CANYON CIRCLE			
PO BOX 5445 STATELINE NV 89449 JAH			
Action Type:	Annual List		
Document Number:	C12552-1995-008	# of Pages:	1
File Date:	7/16/1998	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C12552-1995-010	# of Pages:	1
File Date:	5/16/1999	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C12552-1995-011	# of Pages:	1
File Date:	7/21/2000	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	C12552-1995-004	# of Pages:	1
File Date:	8/11/2000	Effective Date:	
WAYNE A. HAWKINS			
1281 TERMINAL WAY STE. 124 RENO NV 89502 DMM			
Action Type:	Annual List		
Document Number:	C12552-1995-009	# of Pages:	1
File Date:	8/8/2001	Effective Date:	

458

(No notes for this action)

Action Type:	Annual List		
Document Number:	C12552-1995-007	# of Pages:	1
File Date:	6/11/2002	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	C12552-1995-006	# of Pages:	1
File Date:	6/11/2003	Effective Date:	

(No notes for this action)

Action Type:	Registered Agent Change		
Document Number:	C12552-1995-005	# of Pages:	1
File Date:	10/13/2004	Effective Date:	

KATHLEEN A MCHENRY SUITE 124

1281 TERMINAL WAY RENO NV 89502 SSH

Action Type:	Annual List		
Document Number:	C12552-1995-002	# of Pages:	1
File Date:	10/13/2004	Effective Date:	

List of Officers for 2004 to 2005

Action Type:	Annual List		
Document Number:	20050341686-25	# of Pages:	1
File Date:	7/29/2005	Effective Date:	

(No notes for this action)

Action Type:	Registered Agent Change		
Document Number:	00000466222-42	# of Pages:	1
File Date:	10/21/2005	Effective Date:	

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Action Type:	Annual List		
Document Number:	20060490687-02	# of Pages:	1
File Date:	7/31/2006	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	20070486366-52	# of Pages:	1
File Date:	7/16/2007	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	20080459156-60	# of Pages:	1
File Date:	7/7/2008	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	20090582731-67	# of Pages:	1

File Date:	7/27/2009	Effective Date:	
09/10			
Action Type:	Annual List		
Document Number:	20100533722-55	# of Pages:	1
File Date:	7/14/2010	Effective Date:	
10/11			
Action Type:	Registered Agent Change		
Document Number:	20110394014-45	# of Pages:	1
File Date:	5/26/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110548567-99	# of Pages:	1
File Date:	7/26/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120470240-22	# of Pages:	1
File Date:	7/5/2012	Effective Date:	
12-13			
Action Type:	Annual List		
Document Number:	20130465580-44	# of Pages:	1
File Date:	7/16/2013	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20130465582-66	# of Pages:	1
File Date:	7/16/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140511163-04	# of Pages:	1
File Date:	7/16/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150252714-99	# of Pages:	1
File Date:	6/3/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160316695-39	# of Pages:	1
File Date:	7/18/2016	Effective Date:	
(No notes for this action)			

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# EXHIBIT “2”

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Attorneys for: Silverwing Development, J. Carter Witt III

## Nevada State Contractors Board

5390 Kietzke Lane, Suite 102

Reno, Nevada 89511

IN THE MATTER OF:

Investigative Case No.: 30042873

SILVERWING DEVELOPMENT, J. CARTER WITT III,  
President and Qualified Individual,

Answer to Notice of Hearing, Complaint, and  
Requirement to Answer

License No. 44017

**Continued Hearing Date: 09/28/2017**  
**Continued Hearing Time: 8:30 a.m.**

RESPONDENT.

## ANSWER

Silverwing Development and J. Carter Witt III (collectively, "Respondent") hereby  
answers the Nevada State Contractors Board's Complaint as follows.

///

///

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exh 1  
Resp.



## Preliminary Challenge/Statement

The first two causes of action in the NSCB Complaint are based on the premise that all work by one subcontractor for one client, whether under one or multiple contracts, shall be aggregated for the purpose of determining whether a license limit has been exceeded "on a single construction site or subdivision site." NRS 624.220(2). That statute reads as follows:

The Board shall limit the field and scope of the operations of a licensed contractor by establishing a monetary limit on a contractor's license, and the limit must be the maximum contract a licensed contractor may undertake on one or more construction contracts on a single construction site or subdivision site for a single client. The Board may take any other action designed to limit the field and scope of the operations of a contractor as may be necessary to protect the health, safety and general welfare of the public. The limit must be determined after consideration of the factors set forth in NRS 624.260 to NRS 624.265, inclusive.

*Id.* As articulated below, NRS 624.220(2) is unconstitutional and may not provide the basis upon which disciplinary and/or criminal penalties may be imposed upon a licensed contractor, or a "client" who hires a licensed contractor.

### **I. Constitutional Vagueness**

It is black letter law that "[A] statute is unconstitutionally vague if it does not give a person of ordinary intelligence a reasonable opportunity to know what is prohibited." *See* 73 Am. Jur. 2d Statutes § 234. A facial challenge to the statute does not require any actual enforcement of the statute against Respondents, but rather the potential for enforcement; an as-applied challenge arises where the government seeks to enforce the provisions of the statute against a party. Even if a facial challenge fails, a party may challenge the law as applied to it once the government attempts to enforce the law. *See, e.g., Flamingo Paradise Gaming, LLC v. Chanos*, 125 Nev. 502 (2009) (footnote 14).



1 The Nevada Supreme Court presumes that all statutes are valid, and "the burden is  
2 on the challenging party to demonstrate that a statute is unconstitutional." *See, Cornella v.*  
3 *Justice Court*, 132 Nev.Adv.Op. 58, 377 P.3d 97, 100 (2016); *Flamingo Paradise Gaming*, 125  
4 Nev. at 509 (both citing *Silvar v. District Court*, 122 Nev. 289, 292 (2006)). While the  
5 challenging party "generally bears the burden of demonstrating that there is no set of  
6 circumstances under which the statute would be valid," if a heightened level of scrutiny  
7 applies, "the general presumption regarding a statute's constitutionality is reversed, and  
8 the State bears the burden of demonstrating the statute's constitutionality." *Deja Vu*  
9 *Showgirls v. State, Dept. of Tax*, 130 Nev.Adv.Op. 73, 334 P.3d 392, 398 (2014).

10  
11 In challenging a statute as constitutionally vague on its face, and in violation of the  
12 Due Process clause, the Nevada Supreme Court has adopted a two-prong test:

13  
14 Under the first prong of the vagueness test, "a statute will be deemed to have  
15 given sufficient warning as to proscribed conduct when the words utilized  
16 have a well settled and ordinarily understood meaning when viewed in the  
17 context of the entire statute." *Nelson v. State*, 123 Nev. 534, 540-41, 170 P.3d  
18 517, 522 (2007) (quoting *Williams v. State*, 118 Nev. 536, 546, 50 P.3d 1116,  
19 1122 (2002)). But a statute is not unconstitutionally vague simply because  
20 there are some marginal cases where it is difficult to ascertain whether the  
21 facts violate the statute. *Id.* at 541, 170 P.3d at 522. Moreover,  
22 "[m]athematical precision is not [required] in drafting statutory language."  
23 *Castaneda*, 126 Nev. at 482, 245 P.3d at 553 (quoting *City of Las Vegas v.*  
24 *Eighth Judicial Dist. Court*, 118 Nev. 859, 864, 59 P.3d 477, 481 (2002)).  
25 Thus, when statutory language has ordinarily understood meanings, this  
26 court applies those meanings to define the limits of the statute.

27 Under the second prong of the vagueness test, in order to avoid  
28 discriminatory enforcement of a criminal statute, the Legislature must  
"establish minimal guidelines to govern law enforcement." *Kolender v.*  
*Lawson*, 461 U.S. 352, 358, 103 S.Ct. 1855, 75 L.Ed.2d 903 (1983) (quoting  
*Smith v. Goguen*, 415 U.S. 566, 574, 94 S.Ct. 1242, 39 L.Ed.2d 605 (1974)).  
This prong is more important than the first prong because otherwise "a  
criminal statute may permit a standardless sweep, which would allow the  
police, prosecutors, and juries to pursue their personal predilections."  
*Silvar*, 122 Nev. at 293, 129 P.3d at 685 (quoting *Kolender*, 461 U.S. at 358,  
103 S.Ct. 1855).

1 In analyzing a statute under this two-prong test, the standard of review for a civil  
2 statute is lower, while the standard of review for a criminal standard is heightened.  
3 *Flamingo Paradise Gaming*, 125 Nev. at 512-513. To challenge a civil statute, a party "must  
4 show that the statute is impermissibly vague in all of its applications. [*Citations omitted.*] In  
5 making this showing, '[a] complainant who engages in some conduct that is clearly  
6 proscribed cannot complain of the vagueness of the law as applied to the conduct of  
7 others.'" *Id.*, citing *Matter of T.R.*, 119 Nev. 646, 652 (2003); *Hoffman Estates v. Flipside*,  
8 *Hoffman Estates*, 455 U. S. 489, 497 (1982). If the statute involves criminal penalties or  
9 constitutionally-protected rights, the Court will apply a heightened level of review that  
10 "will look to whether vagueness permeates the text, which means a statute will be invalid  
11 if the conduct prohibited by the statute is void in most circumstances." *Cornella*, 132  
12 Nev.Adv.Op. 58, 377 P.3d at 101, citing *Flamingo Paradise Gaming*, 125 Nev. at 512.

15 The NSCB's December 14, 2015 Advisory Opinion (issued by the Board's counsel,  
16 Noah Allison)(the "Tesla Opinion") analyzed, in part, NRS 624.220(2). Importantly, the  
17 Tesla Opinion found: "The Board deems the language of phrase 2, 'single construction  
18 site,' as ambiguous because the phrase is subject to more than one reasonable  
19 meaning." Tesla Opinion, p. 3. In other words, there is no "well settled and ordinarily  
20 understood meaning" of the phrase "single construction site" when viewed in the context of  
21 the entire statute. *Nelson v. State*, 123 Nev. 534, 540-41, 170 P.3d 517, 522 (2007). In  
22 doing so, the Tesla Opinion admitted that the statute fails for vagueness.

25 Moreover, if a statute is admittedly vague and "subject to more than one reasonable  
26 meaning", there is no basis upon which to determine that someone "knowingly" violated  
27 the statute. Subsections 1, 2, 5 and 6 of NRS 624.3015 are strict liability offenses that  
28 require no proof of intentional violation. Respondents have not been charged with these

1 strict liability offenses. The Respondents have been charged with multiple purported  
2 violations of NRS 624.3015(3)<sup>1</sup> that, by Legislative fiat, requires proof that the  
3 Respondents knowingly violated the law. There cannot be an accidental or even a  
4 negligent violation; the proof must show that the Respondents knowingly violated the law.

5  
6 These charges are premised on the license limits of numerous subcontractors, and  
7 the effect of aggregating the work of those subcontractors (on separately permitted  
8 projects) because all work was performed for one client. Simply, the purported violations  
9 turn on whether the work was performed on "one construction site", a phrase which the  
10 Tesla Opinion agrees is vague and subject to different reasonable meanings. It was both  
11 rational and reasonable for the Respondents to conclude, at the point of bid and contract,  
12 that different permits and/or buildings constituted different construction sites, regardless  
13 of whether one or multiple written contracts existed.

14  
15 Based on the foregoing, NRS 624.220(2) is not enforceable and cannot provide the  
16 basis for an alleged violation of NRS 624.3015(3). Accordingly, the first two causes of  
17 action of the Complaint must be dismissed.

## 18 II. Unconstitutional Delegation of Legislative Authority

19  
20 In an attempt to save NRS 624.220(2) from its obvious vagueness, the Tesla Opinion  
21 established internal criteria through which license limit issues would be examined.

22 When a license limit issue turns on the meaning of "single construction site" -  
23 - for example when a licensee facing potential discipline for bidding or  
24 performing work under multiple contracts for a single client in excess of its  
25 limit, asserts that its bids or work for a single client relate to separate  
26 construction sites -- the Board considers various criteria in deciding the  
27 question in harmony with the Legislature's intent for creating license limits.

28  

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1 "Knowingly bidding to contract or entering into a contract with a contractor for work in  
excess of his or her limit or beyond the scope of his or her license."

1 Tesla Opinion, p. 3.

2 The problem with the Board's approach is two-fold. First, there must be certainty in  
3 the law such that the public can reasonably understand how to comply with the law when  
4 entering into contracts (this is the vagueness analysis articulated above). Second, the  
5 Legislature has not, and cannot, delegate to the NSCB the ability to "write in" language into  
6 NRS 624.220(2).  
7

8 The purpose of the doctrine that legislative power cannot be delegated is to  
9 assure that truly fundamental issues will be resolved by the legislature and  
10 that a grant of authority is accompanied by safeguards adequate to prevent  
11 its abuse. The nondelegation doctrine insures the protection of citizens  
12 against discriminatory and arbitrary actions of public officials, and it  
13 provides the assurance that duly authorized, politically accountable officials  
14 make fundamental policy decisions.

15 16A Am. Jur. 2d Constitutional Law § 312. The Legislature may only vest an agency with  
16 "mere fact finding authority and not the authority to legislate." *McNeill v. State*, 132 Nev.  
17 Adv. Op. 54, 375 P.3d 1022, 1025-26 (2016)(internal citations and quotations omitted).  
18

19 In the *McNeill* case, the Nevada Supreme Court recognized as follows:

20 Because the Board has no authority to impose conditions not enumerated in  
21 NRS 213.1243, the nonenumerated conditions the Board imposed on McNeill  
22 were unlawful, and McNeill did not violate the law when he failed to comply.  
23

24 *Id.* Here, the NSCB has not only created nonenumerated conditions or criteria for analyzing  
25 an admittedly ambiguous statute for potential violation long after private citizens have  
26 entered into a contract, the Tesla Opinion concedes that the weight and importance of the  
27 nonenumerated conditions will vary from situation to situation. Thus, the nonenumerated  
28 conditions suffer from the same ambiguity as NRS 624.220(2) and cannot operate to  
render NRS 624.220(2) constitutional.

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///

Based on the foregoing, NRS 624.220(2) is not enforceable and cannot provide the basis for an alleged violation of NRS 624.3015(3). Accordingly, the first two causes of action of the Complaint must be dismissed.

### III. Equal Protection

A licensee with a set monetary limit is entitled to the same rights as any other licensee with the same set monetary limit. Licensees of the same monetary limit must be treated the same, regardless of whether their work is performed for one "client" or for multiple clients. Simply stated, fundamentals of equal protection mandate that it is improper to aggregate work for "one client" to determine whether a license limit has been exceeded while at the same time permitted a similarly situated licensee to enter into a infinite amount of agreements for separate clients.

The Fourteenth Amendment of the United States Constitution forbids an enactment that "den[ies] ... any person ... equal protection of the laws." U.S. Const. amend. XIV, § 1. Article 4, Section 21 of the Nevada Constitution requires that all laws be "general and of uniform operation throughout the State." "The standard for testing the validity of legislation under the equal protection clause of the state constitution is the same as the federal standard." *Barrett v. Baird*, 111 Nev. 1496, 1509, 908 P.2d 689, 698 (1995), *overruled on other grounds by Lioce v. Cohen*, 124 Nev. 1, 174 P.3d 970 (2008).

A statute that treats similarly situated people differently implicates equal protection. *Rico v. Rodriguez*, 121 Nev. 695, 703, 120 P.3d 812, 817 (2005). When a suspect class or fundamental right is not involved, different classifications are permissible, so long as they are reasonable. *Flamingo Paradise Gaming v. Att'y General*, 125 Nev. 39, —, 217 P.3d 546, 558–59 (2009).

In re Candelaria, 126 Nev. 408, 416–17, 245 P.3d 518, 523 (2010).

Admittedly, Respondents are not a "suspect class" and NRS 624.220(2) does not implicate fundamental rights. Accordingly, the lesser standard of rational relationship to a legitimate governmental interest must be applied to determine if NRS 624.220(2) violates

1 due process. *Gaines v. State*, 116 Nev. 359, 371, 998 P.2d 166, 173 (2000). Even under this  
2 lesser standard, it is clear that NRS 624.220(2) is an unconstitutional violation of due  
3 process.

4 NRS 624.005 sets forth the Legislature's declaration with respect to the provisions  
5 of the chapter relating to discipline of licensees.

6 The Legislature declares that the provisions of this chapter relating to the  
7 discipline of licensees are intended to promote public confidence and trust in  
8 the competence and integrity of licensees and to protect the health, safety  
9 and welfare of the public.

10 Preventing a "client" from re-employing a licensee who has successfully performed  
11 previous projects does not meet the Legislature's stated goal. Preventing a licensee from  
12 performing the same work on multiple buildings for the same client does not meet the  
13 Legislature's stated goal.

14 To the contrary, the "public" is at far greater risk of licensee default where a licensee  
15 performs multiple projects for multiple different clients, none of whom may know whether  
16 the licensee is properly performing on the other client's project. There is no rational basis  
17 upon which it can be articulated that NRS 624.220(2) serves a legitimate government  
18 interest when similarly situated licensees may overextend themselves by entering into an  
19 infinite number of contracts, either concurrently or sequentially, with different "owners".  
20

21 Based on the foregoing, NRS 624.220(2) is not enforceable and cannot provide the  
22 basis for an alleged violation of NRS 624.3015(3). Accordingly, the first two causes of  
23 action of the Complaint must be dismissed.  
24

25 **Response to Specific Allegations**

- 26 1. Respondents admit the allegations in paragraph 1 of the Complaint. —  
27 2. Respondents admit the allegations in paragraph 2 of the Complaint.  
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1           10. Respondents admit to entering into the stated contract with H.T.A. Plumbing  
2 and Mechanical, Inc., but deny that the contract was for the performance of work on one  
3 construction site. Respondents further deny that the subcontractor's license limit was  
4 exceeded.

5           11. Respondents admit the allegations in paragraph 11 of the Complaint.

6           12. Respondents admit to entering into the stated contract with Zephyr  
7 Plumbing, Inc., but deny that the contract was for the performance of work on one  
8 construction site. Respondents further deny that the subcontractor's license limit was  
9 exceeded.  
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11           13. Respondents admit to entering into the stated contract with High Voltage  
12 Electric, LLC, but deny that the contract was for the performance of work on one  
13 construction site. Respondents further deny that the subcontractor's license limit was  
14 exceeded.  
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16           14. Respondents admit to entering into the stated contract with Buttacavoli  
17 Development Co., but deny that the contract was for the performance of work on one  
18 construction site. Respondents further deny that the subcontractor's license limit was  
19 exceeded.  
20

21           15. Respondents admit to entering into the stated contract with Jims Cabinet and  
22 Installation, but deny that the contract was for the performance of work on one  
23 construction site. Respondents further deny that the subcontractor's license limit was  
24 exceeded.  
25

26           16. Respondents admit to entering into the stated contract with Reno Tahoe  
27 Cabinets, but deny that the contract was for the performance of work on one construction  
28 site. Respondents further deny that the subcontractor's license limit was exceeded.



1 17. Respondents admit to entering into the stated contract with U.S. Granite  
2 Nevada, but deny that the contract was for the performance of work on one construction  
3 site. Respondents further deny that the subcontractor's license limit was exceeded.

4 18. Respondents admit to entering into the stated contract with Systems of  
5 Nevada, Inc., but deny that the contract was for the performance of work on one  
6 construction site. Respondents further deny that the subcontractor's license limit was  
7 exceeded.

8 19. Respondents admit to entering into the stated contract with Summerscape,  
9 LLC, but deny that the contract was for the performance of work on one construction site.  
10 Respondents further deny that the subcontractor's license limit was exceeded.

11 20. Respondents admit to entering into the stated contract with Burke Roofing,  
12 Inc., but deny that the contract was for the performance of work on one construction site.  
13 Respondents further deny that the subcontractor's license limit was exceeded.

14 21. Respondents admit to entering into the stated contract with Preferred  
15 Window Products, but deny that the contract was for the performance of work on one  
16 construction site. Respondents further deny that the subcontractor's license limit was  
17 exceeded.

18 22. Respondents admit the allegations in paragraph 22 of the Complaint.

19 23. Respondents admit to entering into the stated contract with A.B.C. Builders,  
20 Inc., but deny that the contract was for the performance of work on one construction site.  
21 Respondents further deny that the subcontractor's license limit was exceeded.

22 24. Respondents admit to entering into the stated contract with Reno Tahoe  
23 Cabinets, but deny that the contract was for the performance of work on one construction  
24 site. Respondents further deny that the subcontractor's license limit was exceeded.

1           25. Respondents admit to entering into the stated contract with Zephyr  
2 Plumbing, Inc., but deny that the contract was for the performance of work on one  
3 construction site. Respondents further deny that the subcontractor's license limit was  
4 exceeded.

5           26. Respondents admit to entering into the stated contract with R.D.R.  
6 Production Builders, but deny that the contract was for the performance of work on one  
7 construction site. Respondents further deny that the subcontractor's license limit was  
8 exceeded.

9           27. Respondents admit to entering into the stated contract with Infinity Painting  
10 & Decorating, Inc., but deny that the contract was for the performance of work on one  
11 construction site. Respondents further deny that the subcontractor's license limit was  
12 exceeded.

13           28. Respondents admit the allegations in paragraph 28 of the Complaint.

14           29. Respondents admit to entering into the stated contract with Preferred  
15 Window Products, but deny that the contract was for the performance of work on one  
16 construction site. Respondents further deny that the subcontractor's license limit was  
17 exceeded.

18           30. Respondents admit to entering into the stated contract with A.B.C. Builders,  
19 Inc., but deny that the contract was for the performance of work on one construction site.  
20 Respondents further deny that the subcontractor's license limit was exceeded.

21           31. Respondents admit to entering into the stated contract with Reno Tahoe  
22 Cabinets, but deny that the contract was for the performance of work on one construction  
23 site. Respondents further deny that the subcontractor's license limit was exceeded.

1           32. Respondents admit to entering into the stated contract with U.S. Granite  
2 Nevada, but deny that the contract was for the performance of work on one construction  
3 site. Respondents further deny that the subcontractor's license limit was exceeded.

4           33. Respondents admit to entering into the stated contract with Systems of  
5 Nevada, Inc., but deny that the contract was for the performance of work on one  
6 construction site. Respondents further deny that the subcontractor's license limit was  
7 exceeded.

8           34. Respondents admit to entering into the stated contract with Zephyr  
9 Plumbing, Inc., but deny that the contract was for the performance of work on one  
10 construction site. Respondents further deny that the subcontractor's license limit was  
11 exceeded.

12           35. Respondents admit to entering into the stated contract with R.D.R.  
13 Production Builders, but deny that the contract was for the performance of work on one  
14 construction site. Respondents further deny that the subcontractor's license limit was  
15 exceeded.

16           36. Respondents admit to entering into the stated contract with Infinity Painting  
17 & Decorating, Inc., but deny that the contract was for the performance of work on one  
18 construction site. Respondents further deny that the subcontractor's license limit was  
19 exceeded.

20           37. Respondents admit to entering into the stated contract with Burke Roofing,  
21 Inc., but deny that the contract was for the performance of work on one construction site.  
22 Respondents further deny that the subcontractor's license limit was exceeded.

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1           38. Respondents deny the allegations in paragraph 38 of the Complaint, and  
2 hereby challenge the constitutionality of NRS 624.220(2), which provides the underlying  
3 basis for the allegations in the First Cause of Action.  
4

### 5                           **Second Cause of Action**

6           By this reference, Respondents incorporate their prior responses to allegations into  
7 the Second Cause of Action.

8           39. Respondents deny the allegations in paragraph 39 of the Complaint, and  
9 hereby challenge the constitutionality of NRS 624.220(2), which provides the underlying  
10 basis for the allegations in the Second Cause of Action.  
11

### 12                           **Third Cause of Action**

13           By this reference, Respondents incorporate their prior responses to allegations into  
14 the Third Cause of Action.

15           40. Respondents admit to entering into the stated contract with R.D.R.  
16 Production Builders, but deny that the contract requires a C-3 license. NAC 624.170(2)  
17 permits the license holder to perform "The construction and remodeling of houses and  
18 other structures which support, shelter or enclose persons or animals or other chattels,  
19 and which do not extend more than three stories above the ground and one story below the  
20 ground." The work contemplated by the contract in question falls within the definition of  
21 NAC 624.170(2). NAC 624.160 makes no reference to subsection 3 of NRS 624.215 (see, for  
22 example, the limitations imposed by NAC 624.160), and there is no language in NAC  
23 624.160 which could be reasonably inferred to either prevent a Class B-2 licensee from  
24 working for a Class B licensee, or which would require a Class B-2 licensee to perform more  
25 than two unrelated trades.  
26  
27  
28

1 With respect to the Fountainhouse contract, Respondents believed that the story  
2 limitation placed on a B-2 licensee was no more than four stories of living space.  
3 Respondents did not understand that one of the stories had to be below ground. While  
4 Respondents did not intentionally or knowingly violate the law, they accept responsibility  
5 for the error in their understanding of the applicable statute.  
6

7 41. Respondents admit to entering into the stated contract with R.D.R.  
8 Production Builders, but deny that the contract requires a C-3 license. NAC 624.170(2)  
9 permits the license holder to perform "The construction and remodeling of houses and  
10 other structures which support, shelter or enclose persons or animals or other chattels,  
11 and which do not extend more than three stories above the ground and one story below the  
12 ground." The work contemplated by the contract in question falls within the definition of  
13 NAC 624.170(2). NAC 624.160 makes no reference to subsection 3 of NRS 624.215 (see, for  
14 example, the limitations imposed by NAC 624.160), and there is no language in NAC  
15 624.160 which could be reasonably inferred to either prevent a Class B-2 licensee from  
16 working for a Class B licensee, or which would require a Class B-2 licensee to perform more  
17 than two unrelated trades.  
18

19 42. Respondents admit to entering into the stated contract with R.D.R.  
20 Production Builders, but deny that the contract requires a C-3 license. NAC 624.170(2)  
21 permits the license holder to perform "The construction and remodeling of houses and  
22 other structures which support, shelter or enclose persons or animals or other chattels,  
23 and which do not extend more than three stories above the ground and one story below the  
24 ground." The work contemplated by the contract in question falls within the definition of  
25 NAC 624.170(2). NAC 624.160 makes no reference to subsection 3 of NRS 624.215 (see, for  
26 example, the limitations imposed by NAC 624.160), and there is no language in NAC  
27  
28

1 624.160 which could be reasonably inferred to either prevent a Class B-2 licensee from  
2 working for a Class B licensee, or which would require a Class B-2 licensee to perform more  
3 than two unrelated trades.

4 43. Respondents deny the allegations in paragraph 43 of the Complaint.  
5

#### 6 **Fourth Cause of Action**

7 By this reference, Respondents incorporate their prior responses to allegations into  
8 the Fourth Cause of Action.

9 44. Respondents deny the allegations in paragraph 44 of the Complaint.

#### 10 **Mitigation**

11 By all accounts, the underlying statutes implicated by the Complaint lack the  
12 specificity and clarity necessary to facilitate compliance with the law by licensees at the  
13 point of contract, and to facilitate this Board's reasonable application of the law after  
14 contract. That is neither the fault of the Respondent, or the Board. Bad law is bad law, and  
15 no amount of legal wrangling can fix that which broken.  
16

17 Respondents have never knowingly and intentionally violated the law. To the  
18 contrary, Respondents have worked very hard to operate within the law. They have done  
19 so by modifying practices and procedures to comport with their reasonable interpretation  
20 of a statute that the Board's own counsel admits is ambiguous and can be reasonably be  
21 read in many different ways.  
22

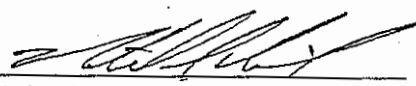
23 Respondents have held the same Class B license in Nevada for nearly two decades.  
24 During that time, Respondents have not received a single violation from the NSCB prior to  
25 the instant Complaint. There have been no claims of default on debts, failure to pay  
26 subcontractors, or failure to comply with any city and/or county obligations and bonds.  
27 Over the course of nearly two decades, Respondents have developed approximately 2000  
28

1 lots and homes, constructed approximately 1400 multi-family units, and brought numerous  
2 commercial projects to completion...all of which have provided a direct benefit to the  
3 public.

4 To the extent that the Board finds there has been a violation of any kind,  
5 Respondents respectfully request that the Board consider Respondents' exemplary record  
6 when deciding the appropriate disposition of this matter.  
7

8 Dated this 24th day of August 2017

9 HOY | CHRISSINGER | KIMMEL | VALLAS

10  
11   
12 Michael S. Kimmel

13 Attorneys for Respondents  
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## CERTIFICATE OF SERVICE

I hereby certify that on August 24, 2017, I personally filed the foregoing with the Nevada State Contractors Board as follows:

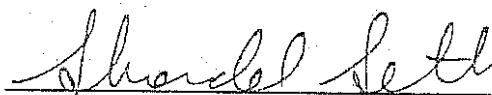
Margi Grein, Executive Officer  
Nevada State Contractors Board  
5390 Kietzke Lane, Suite 102  
Reno, Nevada 89511

## Courtesy copy via email to:

Noah Allison, Esq.  
Attorney for NSCB  
noah@allisonnevada.com

## Additional service pursuant to NRS 30.130 to:

Adam P. Laxalt, Attorney General  
Office of the Attorney General  
100 N. Carson St.  
Carson City, Nevada 89701



An employee of Hoy | Chrissinger | Kimmel | Vallas PC

