

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.

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**APPELLANTS' APPENDIX
VOLUME 3**

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Respondents hereby give notice of their intention to rely on all documents contained in the Respondents' file, the Exhibits attached to the charging party's Complaint, and the additional documents set forth below (copies of which have been provided with this Answer to the charging party).

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December 14, 2015

VIA US MAIL & EMAIL: pgeorgeson@mcdonaldcarano.com

Paul J. Georgeson, Esq.
MCDONALD CARANO WILSON LLP
100 W. Liberty, 10th Flr.
Reno, NV 89501

Re: Advisory Opinions

Dear Mr. Georgeson:

I represent the Nevada State Contractors Board ("NSCB" or "Board") in regard to your Request for Advisory Opinion ("Request") on behalf of Tesla Motors, Inc. ("Tesla") by letter dated November 10, 2015. This correspondence is the Board's response to Tesla's Request ("Opinions").

On November 10, 2015, Tesla requested an advisory opinion pursuant to NAC 624.120 on the following issue:

How does the Board interpret the applicable statutory license limit provisions with respect to large construction projects with multiple phases?

As you know, Tesla's Request was put before the Board at a duly noticed Board meeting on November 19, 2015. You attended and spoke to the Board at that meeting along with Tesla representative Robert Harmon. I also attended the meeting and presented an analysis of NRS 624.220(2) and recommended Opinions to the Board. Several other persons representing various interests in the Nevada construction community also attended the meeting and made statements to the Board.

At the conclusion of the discussion regarding Tesla's Request, after hearing statements, asking questions, and discussing the Request, the Board voted unanimously to adopt my analysis and recommended Opinions. Due to the fact my analysis and recommended Opinions were presented in PowerPoint format, I am restating them in this letter as the Board's Advisory Opinions.

SWD000001

Paul J. Georgeson, Esq.
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ADVISORY OPINIONS

I. BOARD'S AUTHORITY TO ISSUE ADVISORY OPINIONS.

NRS 233B.120 provides:

Each agency shall provide by regulation for the filing and prompt disposition of petitions for declaratory orders and advisory opinions as to the applicability of any statutory provision, agency regulation or decision of the agency. Declaratory orders disposing of petitions in such cases shall have the same status as agency decisions. A copy of the declaratory order or advisory opinion shall be mailed to the petitioner.

NAC 624.120 provides:

Any person may file with the Board a petition for a declaratory order or advisory opinion as to the applicability of any provision of chapter 624 of NRS.

II. ANALYSIS OF NRS 624.220(2) – ESTABLISHMENT OF LICENSE LIMITS.

NRS 624.220(2) provides:

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.

The pertinent portion of NRS 624.220(2) for purposes of this Advisory Opinion may be divided into four distinct phrases:

- (1) the limit must be the maximum contract a licensed contractor may undertake on one or more construction contracts
- (2) on a single construction site
- (3) or subdivision site
- (4) for a single client.

The Board deems the language of phrases 1, 3 and 4 as clear and unambiguous. There is no room for interpretation and the Board must give effect according to the phrases' plain meaning. For general contractors, the license limit is the most the general contractor may contract for under one or multiple prime contracts with a single owner on a subdivision site. For subcontractors, the license limit is the most the subcontractor may contract for under one or multiple subcontracts with a single general contractor on a subdivision site.

SWD000002

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The Board deems the language of phrase 2, "single construction site," as ambiguous because the phrase is subject to more than one reasonable meaning. The Board therefore must determine of the Legislature's intended meaning of the phrase when it added the language to the statute.

The ambiguous language was added to the statute in the 1967 Legislative Session as part of Senate Bill 457. There is no legislative record of committee minutes, LCB analyses, or discussion to divine the 1967 Legislature's intent when it added the language.

There is no definition of "single construction site" provided in Chapter 624. A similar phrase "work of improvement" is given an express definition in NRS 624.029. Another similar phrase "single construction project" is found in NRS 624.220(3). The rules of statutory construction require the Board to conclude that the phrase "single construction site" has a separate and distinct meaning from "work of improvement" and "single construction project."

The Legislature clearly identified the factors for setting license limits in NRS 624.220(2) itself: the ones listed in NRS 624.260 to 624.265. These factors are helpful in discerning the Legislature's intent on establishing license limits. NRS 624.262 indicates that license limits are connected to the past, present and future solvency of a contractor in the interest of public health, safety and welfare. NRS 624.260 indicates that experience and general knowledge of building is related to license limits. It is therefore logical to conclude that the Legislature created license limits to guard the public from the adverse consequences of a contractor's financial insolvency, as well as a contractor's lack of experience. As such, the Board should construe the ambiguous phrase "single construction site" in harmony with the Legislature's intended purpose for license limits.

III. ADVISORY OPINION ON THE CONSTRUCTION AND APPLICATION OF NRS 624.220(2).

The Board always will attempt to resolve license limit questions within the plain and unambiguous portions of NRS 624.220(2). The Board believes the great majority of license limit issues can be handled by the unambiguous language of NRS 624.220(2).

When a license limit issue turns on the meaning of "single construction site" -- for example when a licensee facing potential discipline for bidding or performing work under multiple contracts for a single client in excess of its limit, asserts that its bids or work for a single client relate to separate construction sites -- the Board considers various criteria in deciding the question in harmony with the Legislature's intent for creating license limits. The criteria are:

1. Geography -- the geographic separation between the proffered sites;
2. Time -- the temporal separation between work performed at the proffered sites;
3. Contract -- the contractual separation between the proffered sites;
4. Design -- the design separation between the proffered sites;
5. Permitting -- the permitting separation between the proffered sites; and
6. Complexity -- the overall complexity of the work performed between the proffered sites.

SWD000003

Paul J. Georgeson, Esq.

December 14, 2015

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The weight and importance of any criteria vary based on the facts and circumstances of each situation.

Each license limit question must be resolved on its unique facts after due consideration of the consequences of the disposition. The Board, Board staff, and Board hearing officers have broad discretion when considering and weighing the above criteria in disciplinary or other adversarial situations.

IV. ANALYSIS OF NRS 624.220(3) – INCREASES IN LICENSE LIMITS.

NRS 624.220(3) provides:

A licensed contractor may request that the Board increase the monetary limit on his or her license, either on a permanent basis or for a single construction project. A request submitted to the Board pursuant to this subsection must be in writing on a form prescribed by the Board and accompanied by such supporting documentation as the Board may require. A request submitted pursuant to this section for a single construction project must be submitted to the Board as least 5 working days before the date on which the licensed contractor intends to submit a bid for the project and must be approved by the Board before the submission of a bid by the contractor for the project.

NAC 624.670 provides:

1. A licensee may, in accordance with the provisions of NRS 624.220, submit to the Board a written application requesting an increase, for a single project, in the monetary limit on his or her license. Not more than five such applications may be submitted by a licensee during any 12-month period.
2. A licensee must submit with the application:
 - (a) The financial statement required by NAC 624.593; and
 - (b) Any other supporting information the Board requests.
3. The Board will approve the application if it finds that the financial status of the licensee is adequate to justify the increase and if the licensee:
 - (a) Procures and agrees to maintain any performance or payment bond, or both, that the Board requires; and
 - (b) Complies with any other conditions the Board finds necessary to protect the public interest.

Another way for a licensee to bid and/or work on multiple contracts for different phases of construction for a single client without exceeding license limits is to utilize the single project limit increase set forth in NRS 624.220(3) and NAC 624.670. If a licensee timely submits an application and the Board approves it, the single limit increase obviates the "single construction site" issues raised under NRS 624.220(2).

SWD000004

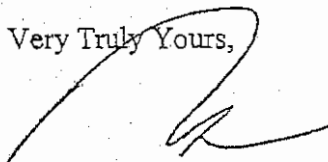
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V. ADVISORY OPINION ON SINGLE LIMIT INCREASES.

Any licensed contractor desiring to bid or contract for work on different phases of construction for a single client may timely apply for a single limit increase pursuant to NRS 624.220(3) if it meets the requirements of NAC 624.670.

Thank you for bringing this matter to the attention of the Board. I hope your client finds the Advisory Opinions contained herein responsive and useful.

Very Truly Yours,



Noah G. Allison, Esq.
Attorney for Nevada State Contractors Board

NGA/nm

SWD000005

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
CABINETS

Subcontractor: Reno Tahoe Cabinets and More
 Address: 4792 Longley Ln. Reno, NV 89502
 Phone: 775-853-1224

Building	Contract Amount	50% Supply		50% Install		Sub Apprv	SWD Apprv	Total	
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed				Sub Apprv
2	\$51,327.00	\$25,663.50			\$25,663.50			\$51,327.00	
1	\$51,327.00	\$25,663.50			\$25,663.50			\$51,327.00	
								Total:	\$102,654.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
CABINETS

Subcontractor: Reno Tahoe Cabinets and More
 Address: 4792 Longley Ln. Reno, NV 89502
 Phone: 775-853-1224

Building	Contract Amount	50% Supply		50% Install		Sub Apprv	SWD Apprv	Total	
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed				
2	\$51,327.00	\$25,663.50			\$25,663.50			\$51,327.00	
1	\$51,327.00	\$25,663.50			\$25,663.50			\$51,327.00	
								Total:	\$102,654.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only.
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE

1400 Avenue of the Oaks, Sparks, NV

Billing Schedule of Values (SOV) Standard Contract Work

CABINETS

Subcontractor: Reno Tahoe Cabinets and More
 Address: 4792 Longley Ln. Reno, NV 89502
 Phone: 775-853-1224

Building	Contract Amount	50% Supply		50% Install		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed			
5	\$51,327.00	\$25,663.50			\$25,663.50			\$51,327.00
3	\$51,327.00	\$25,663.50			\$25,663.50			\$51,327.00
								Total: \$102,654.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only: Amount Approved: _____ Amount Not Approved: _____ Net Amount: _____ CM Approval: _____ A/P Approval: _____ Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
CABINETS

Subcontractor: Reno Tahoe Cabinets and More
 Address: 4792 Longley Ln. Reno, NV 89502
 Phone: 775-853-1224

Building	Contract Amount	50% Supply		50% Install		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed			
5	\$51,327.00	\$25,663.50			\$25,663.50			\$51,327.00
3	\$51,327.00	\$25,663.50			\$25,663.50			\$51,327.00
Total:								\$102,654.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
CABINETS

Subcontractor: Reno Tahoe Cabinets and More
 Address: 4792 Longley Ln. Reno, NV 89502
 Phone: 775-853-1224

Building	Contract Amount	50% Supply		50% Install		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	Amount Billed	Sub Apprv			
6	\$51,327.00	\$25,663.50		\$25,663.50				\$51,327.00
7	\$51,327.00	\$25,663.50		\$25,663.50				\$51,327.00
Total:								\$102,654.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
CABINETS

Subcontractor: Reno Tahoe Cabinets and More

Address: 4792 Longley Ln. Reno, NV 89502

Phone: 775-853-1224

Building	Contract Amount	50% Supply		50% Install		Sub Apprv	SWD Apprv	Total	
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed				
8	\$51,327.00	\$25,663.50			\$25,663.50			\$51,327.00	
4	\$51,327.00	\$25,663.50			\$25,663.50			\$51,327.00	
								Total:	\$102,654.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
CABINETS

Subcontractor: Reno Tahoe Cabinets and More

Address: 4792 Longley Ln. Reno, NV 89502

Phone: 775-853-1224

Building	Contract Amount	50% Supply		50% Install		Sub Apprv	SWD Apprv	Total
		Amount Billed		Amount Billed				
Clubhouse	\$2,520.00	\$1,260.00		\$1,260.00				\$2,520.00
10	\$51,327.00	\$25,663.50		\$25,663.50				\$51,327.00
9	\$51,327.00	\$25,663.50		\$25,663.50				\$51,327.00
Total:								\$105,174.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
DOORS/TRIM/HARDWARE

Subcontractor: ABC Builders Inc.
 Address: PO Box 2066, Sparks, NV 89431
 Phone: 775-742-6666

Bldg	Contract Amount	20% Exterior Doors		60% Interior Trim		20% Finish Hardware		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv			
3	\$73,920.00	\$14,784.00			\$44,352.00					\$73,920.00
2	\$73,920.00	\$18,480.00			\$36,960.00					\$73,920.00
										Total: \$147,840.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
DOORS/TRIM/HARDWARE

Subcontractor: ABC Builders Inc.

Address: PO Box 2066, Sparks, NV 89431

Phone: 775-742-6666

Bldg	Contract Amount	20% Exterior Doors		60% Interior Trim			20% Finish Hardware		Sub Apprv	SWD Apprv	Total
		Amount Billed		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed				
CH	\$5,437.00	\$1,087.40		\$3,262.20			\$1,087.40			\$5,437.00	
10	\$73,920.00	\$18,480.00		\$36,960.00			\$18,480.00			\$73,920.00	
										Total:	\$79,357.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE

1400 Avenue of the Oaks, Sparks, NV

Billing Schedule of Values (SOV) Standard Contract Work

DECK COATING

Subcontractor: Diamond Coatings

Address: 83 Glen Carran Cr. Sparks, NV 89431

Phone: 775-358-7910

Building	Contract Amount	50% Materials		50% Finish		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed			
Clubhouse	\$0.00	\$0.00			\$0.00			\$0.00
1	\$18,750.00	\$9,375.00			\$9,375.00			\$18,750.00
2	\$18,750.00	\$9,375.00			\$9,375.00			\$18,750.00
3	\$18,750.00	\$9,375.00			\$9,375.00			\$18,750.00
4	\$18,750.00	\$9,375.00			\$9,375.00			\$18,750.00
5	\$18,750.00	\$9,375.00			\$9,375.00			\$18,750.00
6	\$18,750.00	\$9,375.00			\$9,375.00			\$18,750.00
7	\$18,750.00	\$9,375.00			\$9,375.00			\$18,750.00
8	\$18,750.00	\$9,375.00			\$9,375.00			\$18,750.00
9	\$18,750.00	\$9,375.00			\$9,375.00			\$18,750.00
10	\$18,750.00	\$9,375.00			\$9,375.00			\$18,750.00
Total:								\$187,500.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
FIRE ALARMS/LOW VOLTAGE

Subcontractor: Systems of Nevada
 Address: 1220 East Greg St. #4, Sparks, NV 89431
 Phone: 775-355-0831

Building	Contract Amount	50% Rough-In		50% Finish		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed			
3	\$9,100.00	\$4,550.00			\$4,550.00			\$9,100.00
2	\$9,100.00	\$4,550.00			\$4,550.00			\$9,100.00
1	\$9,100.00	\$4,550.00			\$4,550.00			\$9,100.00
Total:								\$27,300.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

SWD000020

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
FIRE ALARMS/LOW VOLTAGE

Subcontractor: Systems of Nevada
 Address: 1220 East Greg St. #4, Sparks, NV 89431
 Phone: 775-355-0831

Building	Contract Amount	50% Rough-In	Sub Apprv	SWD Apprv	50% Finish	Sub Apprv	SWD Apprv	Total	
		Amount Billed			Amount Billed				
9	\$9,100.00	\$4,550.00			\$4,550.00			\$9,100.00	
6	\$9,100.00	\$4,550.00			\$4,550.00			\$9,100.00	
7	\$9,100.00	\$4,550.00			\$4,550.00			\$9,100.00	
								Total:	\$27,300.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE

1400 Avenue of the Oaks, Sparks, NV

Billing Schedule of Values (SOV) Standard Contract Work

FIRE ALARMS/LOW VOLTAGE

Subcontractor: Systems of Nevada

Address: 1220 East Greg St. #4, Sparks, NV 89431

Phone: 775-355-0831

Building	Contract Amount	50% Rough-In		50% Finish		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed			
Clubhouse	\$23,850.00	\$11,925.00			\$11,925.00			\$23,850.00
10	\$9,100.00	\$4,550.00			\$4,550.00			\$9,100.00
Total:								\$32,950.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:	
Amount Approved:	_____
Amount Not Approved:	_____
Net Amount:	_____
CM Approval:	_____
A/P Approval:	_____
Line Item:	_____

FOUNTAINHOUSE AT VICTORIAN SQUARE

1400 Avenue of the Oaks, Sparks, NV

Billing Schedule of Values (SOV) Standard Contract Work #1 with CO #1

FRAMING

Subcontractor: RDR Builders, LP

Address: 1806 W. Kettleman Ln. #F, Lodi, CA 95242

Phone: 209-368-7561

Bldg	Original Contract Total	Labor				Materials				Trusses				CO #1			Total
		Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv	
CH	\$63,161.00	\$20,000.00				\$34,836.00				\$8,325.00				\$0.00			\$63,161.00
1	\$506,461.00	\$95,000.00				\$319,066.00				\$92,395.00				\$694.40			\$507,155.40
2	\$506,461.00	\$95,000.00				\$319,066.00				\$92,395.00				\$694.40			\$507,155.40
															Total:	\$1,077,471.80	

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:	
Amount Approved:	
Amount Not Approved:	
Net Amount:	
CM Approval:	
A/P Approval:	
Line Item:	

FOUNTAINHOUSE AT VICTORIAN SQUARE

1400 Avenue of the Oaks, Sparks, NV

Billing Schedule of Values (SOV) Standard Contract Work #3 with CO #3

FRAMING

Subcontractor: RDR Builders, LP

Address: 1806 W. Kettleman Ln. #F, Lodi, CA 95242

Phone: 209-368-7561

Bldg	Original Contract Total	Labor				Materials				Trusses				CO #3			Total
		Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv	
5	\$506,461.00	\$95,000.00				\$319,066.00				\$92,395.00				\$994.40			\$507,455.40
6	\$506,461.00	\$95,000.00				\$319,066.00				\$92,395.00				\$694.40			\$507,155.40
																Total:	\$1,014,610.80

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
PAINTING

Subcontractor: Maki Paint
 Address: 625 Spice Island Unit Q, Sparks, NV 89431
 Phone: 775-358-7910

Building	Contract Amount	50% Materials		50% Finish		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed			
2	\$46,410.00	\$23,205.00			\$23,205.00			\$46,410.00
1	\$46,410.00	\$23,205.00			\$23,205.00			\$46,410.00
Total:								\$92,820.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE

1400 Avenue of the Oaks, Sparks, NV

Billing Schedule of Values (SOV) Standard Contract Work PAINTING

Subcontractor: Maki Paint

Address: 625 Spice Island Unit Q, Sparks, NV 89431

Phone: 775-358-7910

Building	Contract Amount	50% Materials		50% Finish		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed			
2	\$46,410.00	\$23,205.00			\$23,205.00			\$46,410.00
1	\$46,410.00	\$23,205.00			\$23,205.00			\$46,410.00
Total:								\$92,820.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
PAINTING

Subcontractor: Maki Paint

Address: 625 Spice Island Unit Q, Sparks, NV 89431

Phone: 775-358-7910

Building	Contract Amount	50% Materials		50% Finish		Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	
Clubhouse	\$9,860.00	\$4,930.00			\$4,930.00	\$9,860.00
10	\$46,410.00	\$23,205.00			\$23,205.00	\$46,410.00
9	\$46,410.00	\$23,205.00			\$23,205.00	\$46,410.00
6	\$46,410.00	\$23,205.00			\$23,205.00	\$46,410.00
7	\$46,410.00	\$23,205.00			\$23,205.00	\$46,410.00
8	\$46,410.00	\$23,205.00			\$23,205.00	\$46,410.00
4	\$46,410.00	\$23,205.00			\$23,205.00	\$46,410.00
5	\$46,410.00	\$23,205.00			\$23,205.00	\$46,410.00
3	\$46,410.00	\$23,205.00			\$23,205.00	\$46,410.00
Total:						\$381,140.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:	
Amount Approved:	_____
Amount Not Approved:	_____
Net Amount:	_____
CM Approval:	_____
A/P Approval:	_____
Line Item:	_____

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV
Billing Schedule of Values (SOV) Standard Contract Work
PAINTING

Subcontractor: Maki Paint
 Address: 625 Spice Island Unit Q, Sparks, NV 89431
 Phone: 775-358-7910

Building	Contract Amount	50% Materials		50% Finish		Sub Apprv	SWD Apprv	Total
		Amount Billed		Amount Billed				
Clubhouse	\$9,860.00	\$4,930.00		\$4,930.00				\$9,860.00
10	\$46,410.00	\$23,205.00		\$23,205.00				\$46,410.00
9	\$46,410.00	\$23,205.00		\$23,205.00				\$46,410.00
6	\$46,410.00	\$23,205.00		\$23,205.00				\$46,410.00
7	\$46,410.00	\$23,205.00		\$23,205.00				\$46,410.00
8	\$46,410.00	\$23,205.00		\$23,205.00				\$46,410.00
4	\$46,410.00	\$23,205.00		\$23,205.00				\$46,410.00
5	\$46,410.00	\$23,205.00		\$23,205.00				\$46,410.00
3	\$46,410.00	\$23,205.00		\$23,205.00				\$46,410.00
Total:								\$381,140.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE

1400 Avenue of the Oaks, Sparks, NV

Billing Schedule of Values (SOV) Standard Contract Work #1 PLUMBING

Subcontractor: HTA Plumbing & Mechanical, Inc.

Address: 1550 Glendale, Sparks, NV

Phone: 775-287-7863

Bldg	Contract Amount	25% Rough		50% Top-Out		25% Finish		Total			
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv		Amount Billed	Sub Apprv	SWD Apprv
1	\$198,690.00	\$49,672.50			\$99,345.00			\$49,672.50			\$198,690.00
2	\$198,690.00	\$49,672.50			\$99,345.00			\$49,672.50			\$198,690.00
3	\$198,690.00	\$49,672.50			\$99,345.00			\$49,672.50			\$198,690.00
4	\$198,690.00	\$49,672.50			\$99,345.00			\$49,672.50			\$198,690.00
5	\$198,690.00	\$49,672.50			\$99,345.00			\$49,672.50			\$198,690.00
6	\$198,690.00	\$49,672.50			\$99,345.00			\$49,672.50			\$198,690.00
7	\$200,460.00	\$50,115.00			\$100,230.00			\$50,115.00			\$200,460.00
8	\$198,690.00	\$49,672.50			\$99,345.00			\$49,672.50			\$198,690.00
9	\$198,690.00	\$49,672.50			\$99,345.00			\$49,672.50			\$198,690.00
10	\$198,690.00	\$49,672.50			\$99,345.00			\$49,672.50			\$198,690.00
Total:											\$1,988,670.00

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

FOUNTAINHOUSE AT VICTORIAN SQUARE

1400 Avenue of the Oaks, Sparks, NV

Billing Schedule of Values (SOV) Standard Contract Work CO #2

WINDOWS

Subcontractor: California Window Concepts, Inc.

Address: 1855 Olympic Blvd. #225 Walnut Creek, CA 94596

Phone: 925-262-1908

Building	Original Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Change Order #1	Sub Apprv	SWD Apprv	Change Order #2	Sub Apprv	SWD Apprv	Total
Clubhouse	\$7,100.00				\$0.00			\$0.00			\$7,100.00
Store Fronts	\$10,100.00				\$0.00			\$0.00			\$10,100.00
1	\$28,250.00				\$243.60			\$0.00			\$28,493.60
2	\$28,250.00				\$243.60			\$0.00			\$28,493.60
3	\$28,250.00				\$243.60			\$0.00			\$28,493.60
4	\$28,250.00				\$243.60			\$4,025.00			\$32,518.60
5	\$28,250.00				\$243.60			\$0.00			\$28,493.60
6	\$28,250.00				\$0.00			\$0.00			\$28,250.00
7	\$28,250.00				\$243.60			\$0.00			\$28,493.60
8	\$28,250.00				\$243.60			\$0.00			\$28,493.60
9	\$28,250.00				\$0.00			\$0.00			\$28,250.00
10	\$28,250.00				\$0.00			\$0.00			\$28,250.00
Total:											\$305,430.20

Billing Date: _____

Total Amount Billed: _____

For Fountainhouse A/P use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item: _____

EDGEWATER AT VIRGINIA LAKE
2490 Eastshore Place, Reno, NV 89509

Building	Permit #
APARTMENTS	
Clubhouse	BLD14-05239
A	BLD15-05030
B	BLD15-05029
C	BLD15-04334
D	BLD15-04335
E	BLD15-03600
F	BLD15-03601
G	BLD15-05799
H	BLD15-05800
I	BLD15-05801
J	BLD15-05802
K	BLD15-05803
CONDOS	
1	BLD15-05026
2	BLD15-03144
3	BLD15-03127
4	BLD15-05804
5	BLD15-05805
6	BLD15-05806

FOUNTAINHOUSE AT VICTORIAN SQUARE
1400 Avenue of the Oaks, Sparks, NV 89431

Building	Permit #
Clubhouse	A1502534
Bldg 1	A1504078
Bldg 2	A1504079
Bldg 3	A1504080
Bldg 4	A1504081
Bldg 5	A1504082
Bldg 6	A1503398
Bldg 7	A1503399
Bldg 8	A1503400
Bldg 9	A1503401
Bldg 10	A1503402

THE BUNGALOWS AT SKY VISTA
9755 Silver Sky Pkwy, Reno, NV 89506

Building	Permit #
Clubhouse	BLD14-01533
Maint. Bldg	BLD14-01534
1	BLD15-00924
2	BLD14-05284
3	BLD14-05283
4	BLD14-06783
5	BLD14-06784
6	BLD14-07272
7	BLD14-07273
8	BLD14-07274
9	BLD14-05285
10	BLD14-05286
11	BLD14-03840
12	BLD14-03841
13	BLD14-03291
14	BLD14-03290
15	BLD14-05287
16	BLD14-03842
17 - C	BLD14-01003
18	BLD14-04477
19	BLD14-04478
20	BLD14-06785
21	BLD14-06786
22	BLD14-04479
23	BLD14-04480
24	BLD14-06035
25	BLD14-06034
26	BLD14-06036
27	BLD15-02280
28	BLD15-02281
29	BLD15-02733
30	BLD15-02730
31	BLD15-02731
32	BLD15-02732
33	BLD15-03141
34	BLD15-03142
35	BLD15-04387
36	BLD15-04386
37	BLD15-04524
38	BLD15-04858
39	BLD15-04859
40	BLD15-05732

41	BLD15-05731
42	BLD15-06093
43	BLD15-06092
44	BLD15-06392
45	BLD15-06393
46	BLD15-06394

BID FORM

Exhibit 'X'

①

PROJECT: BUNGALOWS AT SKY VISTA

PREPARED BY: _____

DEVELOPER: SWD-QUARRY BUNGALOWS

DATE: _____

SUBCONTRACTOR: BUTTACAVOLI

SEP 17

TRADE: WINDOWS

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
WHITE DOUBLE PANE VINYL LOW E	.34		
BUILDING A	10	\$0.00	\$0.00
MATERIAL	10	\$5,507.28	\$55,072.80
LABOR	10	\$1,215.00	\$12,150.00
BUILDING B	15	\$0.00	\$0.00
MATERIAL	15	\$7,626.16	\$114,392.40
LABOR	15	\$1,680.00	\$25,200.00
BUILDING C	1	\$0.00	\$0.00
MATERIAL	1	\$7,551.97	\$7,551.97
LABOR	1	\$1,715.00	\$1,715.00
clubhouse maintenance	1	\$7,654.46	\$7,654.46
clubhouse labor	1	\$1,260.00	\$1,260.00
		TOTAL:	\$224,996.63

6722.28

9306.14

9266.97

8914.46

BID FORM

PROJECT: EDGEWATER AT VIRGINIA LAKE CONDOS

PREPARED BY: _____

DEVELOPER: SWD-NVL, LLC

DATE: _____

SUBCONTRACTOR: _____

TRADE: _____

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
BUILDING A	6	SF		
Labor		SF		
Material		SF		
			TOTAL:	

BID FORM

PROJECT: BUNGALOWS AT SKY VISTA

PREPARED BY: _____

DEVELOPER: SWD-QUARRY BUNGALOWS

DATE: 10-9-13

SUBCONTRACTOR: JMS cabinets & Installation

TRADE: CABINET SUPPLY AND INSTALL

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Quality Cabinets / Woodstar Series / Seacrest Birch with Solid drawer fronts				
Color Dawn and Clove				
BUILDING A	10	SF	12,860	128,600
Labor		SF		
Material		SF		
BUILDING B	15	SF	18,740	281,100
Labor		SF		
Material		SF		
BUILDING C; ADA	1	SF	18,740	18,740
Labor		SF		
Material		SF		
CLUBHOUSE	1		N/C	
			TOTAL:	428,440

SWD000045

BID FORM

Exhibit 'X'

PROJECT: EDGEWATER AT VIRGINIA
LAKE APARTMENTS

PREPARED BY: Keith Buttacavoli

DEVELOPER: SWD-NVL, LLC

DATE: 7/30/2014

SUBCONTRACTOR: Preferred Window Products

TRADE: WINDOWS

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
WHITE DOUBLE PANE VINYL LOW E			
BUILDING A	7	\$43,032.00	\$301,224.00
MATERIAL			
LABOR			
BUILDING B	4	\$49,324.00	\$197,296.00
MATERIAL			
LABOR			
CLUBHOUSE	1		\$6,060.00
MATERIAL			
LABOR			
		TOTAL:	\$504,580.00

SWD000046

BID FORM

PROJECT: EDGEWATER AT VIRGINIA LAKE APARTMENTS PREPARED BY: Randy Ryckebosch

DEVELOPER: SWD-NVL, LLC DATE: 8/19/2014

SUBCONTRACTOR: Reno Tahoe Cabinets

TRADE: CABINET SUPPLY AND INSTALL

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Oak				
Recessed panel 36" kitchen 30" baths 36" uppers				
BUILDING A	7	SF	\$49,929.00	\$349,503.00
Labor		SF	-2010 48,950	
Material		SF		
BUILDING B	4	SF	\$62,910.00	\$251,640.00
Labor		SF	-2010 61,652	
Material		SF		
CLUBHOUSE	1	SF		-2010 50,566 \$3,100.00
			TOTAL:	\$604,243.00

SWD000047

August 19, 2014

Reno Tahoe Cabinets

3595 Air Way Dr. # 405

Reno, Nevada 89511

Revised layouts and cabinet bid:

Edgewater at Virginia Lakes

Silverwing Development

9650 Gateway Dr. # 201

Reno Nevada 89521

Revised Per building pricing;

	Oak/one color	Birch/five colors
Condo's	\$ 29,300	\$ 31,272
Apartments		
Type A	\$ 49,929	\$ 54,085
Type B	\$ 62,910	\$ 68,856
Club House	\$ 3,100	\$ 3,300

Pricing based upon attached layouts and are subject to change until shop drawings are approve.

SWD000049

BID FORM

PROJECT: BUNGALOWS AT SKY VISTA

PREPARED BY: _____

DEVELOPER: SWD-QUARRY BUNGALOWS, LLC

DATE: _____

SUBCONTRACTOR: _____

TRADE: _____

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
R VALUES PER PLAN			
BUILDING A			
MATERIAL	10		\$0.00
LABOR	10		\$0.00
BUILDING B			
MATERIAL	15		\$0.00
LABOR	15		\$0.00
BUILDING C			
MATERIAL	1		\$0.00
LABOR	1		\$0.00
CLUBHOUSE			
MAINTENANCE BUILDING			
		TOTAL:	\$0.00

SYSTEMS OF NEVADA, INC.

1220 East Greg St., #4
 Sparks, Nv. 89431-6530
 (775) 355-0831
 Fax (775) 356-1555

Free Down

Security Proposal

Date	Proposal Number
10/22/2014	

Name / Address
Silverwing Development Corp. Attn.: Mr. Doug Hunter 9650 Gateway Drive, Suite 201 Reno, NV 89521

Job Site
Silverwing Development Corp. 2490 Eastshore Drive EDGEWATER AT VIRGINIA LAKE Apartment Buildings Reno, NV 89509

P.O. No.	Terms	Rep
Revised 11/11/14	See Terms Below	Steve

Item	Description	Qty	Unit Price	Total Due
FIRE SMOKES	FIRE ALARM Notification Alarm Hardware PER CITY OF RENO - ORIGINAL CONTRACT AMOUNT Includes: Panel, Sounders, Power Supplies, Install Parts, Wire, Etc. APARTMENT BUILDING NUMBERS: A, B, C, D, E, F, G, H, I, J, K (288 Units plus Clubhouse)	11	4,000.00	44,000.00
LABOR	Labor to wire, install and program FIRE ALARM Notification Alarm Hardware PER CITY OF RENO	11	2,500.00	27,500.00
Discount	Discount for Silverwing Development per Steve Bemus.	11	-202.182	-2,224.00
Discount	3% Discount per Doug (Fountainhouse at Victorian Square Accommodation)	11	-188.93	-2,078.23

*6417,89.
 Per Bldg.*

Total Due

Other Available Products:
 Audio, Phone & Cable Systems, Intercom, Home Management, Beam Vacuum

Please sign & return, noting any additions or corrections, to confirm this job contract. All invoices are Due upon Receipt. Invoices not paid within 30 Days will incur Late Fees at 1.5% per month

Signature _____

SWD000051

SYSTEMS OF NEVADA, INC.

1220 East Greg St., #4
 Sparks, Nv. 89431-6530
 (775) 355-0831
 Fax (775) 356-1555

Security Proposal

Date	Proposal Number
10/22/2014	

Name / Address
Silverwing Development Corp. Attn.: Mr. Doug Hunter 9650 Gateway Drive, Suite 201 Reno, NV 89521

Job Site
Silverwing Development Corp. 2490 Eastshore Drive EDGEWATER AT VIRGINIA LAKE Apartment Buildings Reno, NV 89509

P.O. No.	Terms	Rep
Revised 11/11/14	See Terms Below	Steve

Item	Description	Qty	Unit Price	Total Due
Note	<p>Please note the following:</p> <ol style="list-style-type: none"> 1) Silverwing Development Corp. will need to supply power in each building's fire riser room to power the security system. 2) Silverwing Development Corp. is responsible for verify system concept with Reno Fire Department (multiple units on a single system). 3) Silverwing Development Corp. hereby states that this is a Residential System and will verify that the system adheres to the rules of the AHJ (Reno Fire Department). 4) Silverwing Development Corp. is responsible for installing underground conduit, sweeps, etc. with pull-string from various buildings to club house fire riser room for each building "grouping (each project)". 5) City and/or County may require security permits for monitored accounts. 6) This estimate and or monitoring information does not include annual tests of the signaling system which may be required. 7) Annual Testing Fees may apply. 8) * * * Depending on where power supplies are placed in "projects" more smoke detectors may be needed. There is a minimum of one per "project." 9) Contractor and/or Owner to supply power at control panel location. 10) 3% Discount per Doug Hunter's Email Dated 11/11/2014 (Fountainhouse at Victorian Square Accommodation) <p>Terms: Billing per Building (and/or per Unit) based on SOV per Silverwing and Systems of Nevada, Inc. Sales Tax</p>		0.00	0.00T
			7.725%	3,399.00

Other Available Products:
 Audio, Phone & Cable Systems, Intercom, Home
 Management, Beam Vacuum

Please sign & return, noting any additions or corrections, to confirm this job contract. All invoices are Due upon Receipt. Invoices not paid within 30 Days will incur Late Fees at 1.5% per month

Total Due \$70,596.77

Signature _____

SWD000052

Silverwing Development Corp.
EDGEWATER AT VIRGINIA LAKE
Club House
2490 Eastshore Drive
Reno, NV 89509

Low-Voltage Summary Estiamted Costs

Access Control System	9344.7
CCTV Camera System	6459.05
Phone/Data/Cable Systems	3054.43
Buglary/Securty System	970.15
Audio System	2312
TV Installation	2733
Estimate Low-Voltage Total	24873.33

not listed.
Same
Same
Same
Same
2700.33 Same
\$24,840.66

*Access Control System
not included.*

1/26/15

SYSTEMS OF NEVADA, INC.

1220 East Greg St., #4
Sparks, Nv. 89431-6530
(775) 355-0831
Fax (775) 356-1555

Security Proposal

Date	Proposal Number
11/26/2014	

Name / Address
Silverwing Development Corp. Attn: Mr. Doug Hunter 9650 Gateway Drive, Suite 201 Reno, NV 89521

Job Site
Silverwing Development Corp. Attn: Mr. Doug Hunter 2490 Eastshore Drive Reno, NV 89509

P.O. No.	Terms	Rep
	See Terms Below	Steve

Item	Description	Qty	Unit Price	Total Due
	CLUB HOUSE ACCESS CONTROL - SINGLE DOOR ENTRY SYSTEM			
Honeywell Access...	NetAXS-4 - Honeywell Access Control - Four Door Web Based Access Control System	1	3,600.00	3,600.00T
Honeywell Access...	Honeywell HON-KP13 - Access Control Key Pad (32-Bit Wig Output - Stainless Steel): Two Gates, Single Entry Door, Pool Exit	4	459.99	1,839.96T
Honeywell Access...	AX-600ULPDS - Altronix Access Control Power Supply w/ Battery Back-up (12/ 24 Volt)	1	389.99	389.99T
A D I	HE-960010401 Crash Bar Electric Strike: Hall door to fitness	1	499.99	499.99T
A D I	HE-500030403 HES-Compact High-performance Electric Strike: Two Gates and Interior Single Door	3	199.99	599.97T
A D I	AC-600D Double Magnetic Lock :Pool Double Door Exterior	1	389.99	389.99T
Honeywell Access...	ACTS2 - ACC Illuminated Request to Exit Button (STAINLESS SINGLE GANG): Pool Double Door Exterior	1	69.99	69.99T
BATTERY	12v18AH Backup Battery for access system	1	69.99	69.99T
WIRE	18-6, 16-4, 16-2, and Cat-5 Wire for Access Control, Electric Strike, Request to Exit Buttons, Power Supply, Etc.	1	150.00	150.00T
9999	Exterior Conduit and Boxes.	2	45.00	90.00T
LABOR	Labor pre-wire and install Single Door Access Control System.	1	1,500.00	1,500.00
Discount	Discount per Steve Bemus.	1	-450.00	-450.00
Note	Please note the following: 1) Systems of Nevada is not responsible for installing the access gates etc. 2) Systems of Nevada is not responsible for installing gate conduit and/or pull string between gates and Club House and/or Club House and Access Control Term. 3) This estimate assumes the club house has not been insulated or sheetrocked at time of pre-wire. 4) Gate Installation Company and Door Installation Company are responsible for installing HES Compact Electric Strikes (Two at Gates, One at Door). 5) Systems of Nevada will supply, wire and program HES Compact Electric Strikes (once installed by gate and/or door installation company). Sales Tax		0.00	0.00T
			7.725%	594.82

Other Available Products:
Audio, Phone & Cable Systems, Intercom, Home
Management, Beam Vacuum

Please sign & return, noting any additions or corrections, to confirm this job contract. All invoices are Due upon Receipt. Invoices not paid within 30 Days will accrue Late Fees at 1.5% per month

Total Due

\$9,344.70

Signature _____

SWD000054

SYSTEMS OF NEVADA, INC.

SOUND PROPOSAL

1220 East Greg St., #4
 Sparks, Nv. 89431-6530
 (775) 355-0831
 Fax (775) 356-1555

DATE	Proposal Number
11/26/2014	

NAME / ADDRESS
Silverwing Development Corp. Attn.: Mr. Doug Hunter 9650 Gateway Drive, Suite 201 Reno, NV 89521

Job Address
Silverwing Development Corp. Attn.: Mr. Doug Hunter Edgewater at Virginia Lake 2490 Eastshore Drive Reno, NV 89509

P.O. NO.	TERMS	REP
	50% @ R/I, Balance @ T/O	Steve

ITEM	DESCRIPTION	QTY/ PAIRS	Unit Price	TOTAL
11Sound	Pre-wire and installation of speakers to include the following:	1	0.00	0.00
	CLUBHOUSE AUDIO SYSTEM			
DO-AVR-X1...	5.1 Network AV Receiver: Storage Closet	1	469.99	469.99T
Ingram Micro	AudioSource AMP102 2-Channel Bridgeable Stereo Power Amplifier: Storage Closet	1	264.99	264.99T
Room P/W w...	Pre wire following rooms for speakers and volume controls with templates: Reception Area, East Patio (Exterior)	2	145.00	290.00
RIR-8	8" In-ceiling Speaker Templates/ Rough-in Brackets (Pair): Reception Area, East Patio (Exterior)	2	39.99	79.98T
Discount	Discount - SALE ITEM: RIR-8	2	-10.00	-20.00
SC-820f	Architectural Frameless Loudspeakers - 8" Kevlar: Reception Area, East Patio (Exterior)	2	279.99	559.98T
Ingram Micro	NXG Technology NX-SSVC6 6-Zone Speaker Selector with Individual Volume Controls: Storage Closet	1	269.99	269.99T
LABOR	Labor to install speakers, volume controls and Audio System.	1	375.00	375.00
Discount	Discount per Steve Bernus	1	-105.00	-105.00
	Sales Tax		7.725%	127.07

Other Products Available:
 Security, Audio, Intercom, Home Management, Phone & Cable, Beam Built in Vacuum.

Please sign and return noting any changes, additions or corrections, to confirm Job Contact. All invoices due upon receipts. Invoices not paid within 30 days will accrue "Late Fees" @ 1.5% per month.

TOTAL	\$2,312.00
--------------	-------------------

SIGNATURE _____

SWD000055

SYSTEMS OF NEVADA, INC.

1220 East Greg St., #4
 Sparks, Nv. 89431-6530
 (775) 355-0831
 Fax (775) 356-1555

PHONE AND CABLE

DATE	Proposal Number
11/26/2014	

NAME / ADDRESS
Silverwing Development Corp. Attn.: Mr. Doug Hunter 9650 Gateway Drive, Suite 201 Reno, NV 89521

JOB SITE
Silverwing Development Corp. Attn.: Mr. Doug Hunter Edgewater at Virginia Lake 2490 Eastshore Drive Reno, NV 89509

P.O. NO.	TERMS	REP
Revised 12/10/14	50% @ R/I, Balance @ T/O	Steve

ITEM	DESCRIPTION	QTY	Unit Price	TOTAL
	Installation of Phone/Data/Cable Systems to include the following:			
Ingram Micro	PHONE, DATA, CABLE WIRING AND PLATES OmniMount RE27 B 27-Unit Enclosed Rack System Weight: 150 lbs L 61.50 in. x W 26.75 in. x H 26.50 in. Includes five 2U space shelves, five 2U space solid blanks and complete hardware kit	1	639.99	639.99T
S & H	Shipping & Handling for 150 lbs Rack System.	1	75.00	75.00
1 Phone P/W	Pre-Wire of TWO Cat5 wire from Panel to future Phone and Data locations: Per Electrical Plans and Rev. Sheet 8/7/14	20	85.00	1,700.00
1 Cable P/W	Pre-Wire of ONE RG6 wire from Panel to future TV locations (Per Plans): Per Electrical Plans and Rev. Sheet 8/7/14	4	85.00	340.00
1 Cable P/W	Pre-Wire of TWO Cat5 and TWO RG6 wires from Panel to Demarcation	4	85.00	340.00
Discount	Discount for each run per Steve.	28	-5.00	-140.00
LABOR	Installation of Telecommunication equipment to include the following: Labor to install telecommunication inserts and finish plates.	1	225.00	225.00
Discount	Discount per Steve Bemus.	1	-175.00	-175.00
Electric	Contractor to supply power at panel location.			0.00
Note	Please Note: This estimate does not include Networking Hardware, Phone or Cable System Hardware, HDMI Cabling, Video Matrix Hardware, Wireless Components, and or labor to install Phone, Cable or Computer Systems. Reception TV Height: Cable/ Cat-5 plugs 42" OFF FLOOR.	1	0.00	0.00T

Other Products Available:

Alarm, Audio, Intercom, Home Management, Phone and Cable,
 Beam Built-in Vacuums.

TOTAL

Please sign & return, noting any additions or corrections, to confirm this job contract. All invoices are "Due upon Receipt". Invoices not paid within 30 days will accrue "Late Fees" at 1.5% per month.

SIGNATURE _____

SYSTEMS OF NEVADA, INC.

PHONE AND CABLE

1220 East Greg St., #4
 Sparks, Nv. 89431-6530
 (775) 355-0831
 Fax (775) 356-1555

DATE	Proposal Number
11/26/2014	

NAME / ADDRESS
Silverwing Development Corp. Attn: Mr. Doug Hunter 9650 Gateway Drive, Suite 201 Reno, NV 89521

JOB SITE
Silverwing Development Corp. Attn: Mr. Doug Hunter Edgewater at Virginia Lake 2490 Eastshore Drive Reno, NV 89509

P.O. NO.	TERMS	REP
Revised 12/10/14	50% @ R/I, Balance @ T/O	Steve

ITEM	DESCRIPTION	QTY	Unit Price	TOTAL
	Sales Tax		7.725%	49.44

Other Products Available:

Alarm, Audio, Intercom, Home Management, Phone and Cable,
 Beam Built-in Vacuums.

TOTAL	\$3,054.43
--------------	------------

Please sign & return, noting any additions or corrections, to confirm this job contract. All invoices are "Due upon Receipt". Invoices not paid within 30 days will accrue "Late Fees" at 1.5% per month.

SIGNATURE _____

SYSTEMS OF NEVADA, INC.

1220 East Greg St., #4
 Sparks, Nv. 89431-6530
 (775) 355-0831
 Fax (775) 356-1555

Security Proposal

Date	Proposal Number
11/26/2014	

Name / Address
Silverwing Development Corp. Attn: Mr. Doug Hunter 9650 Gateway Drive, Suite 201 Reno, NV 89521

Job Site
Silverwing Development Corp. Attn: Mr. Doug Hunter Edgewater at Virginia Lake 2490 Eastshore Drive Reno, NV 89509

P.O. No.	Terms	Rep
Revised 12/10/14	50% @ R/I, Balance @ T/O	Steve

Item	Description	Qty	Unit Price	Total Due
1 Alarm	Installation of First Alert Security System to include the following:		0.00	0.00
Vista 20P	Honeywell Vista 20 Security Kit (V20PTB-KT-1) One Honeywell Vista 20 Control Panel: Storage Closet One Honeywell 6150RF Key Pad: Leasing Office One Honeywell Motion Detector: Common Area One Honeywell WAVE II Siren: Common Area	1	235.00	235.00T
SWITCHES	Security Door/ Window Contacts: Three (3) Doors and Eight (8) Windows per Per Electrical Plans and Rev. Sheet 8/7/14	11	20.00	220.00T
SWITCHES	Sprinkler Flow Switch - NO CHARGE PER STEVE	0	40.00	0.00T
LABOR	Labor to wire, program and install burglary system.	1	525.00	525.00
Discount	Discount per Steve.	1	-45.00	-45.00
	Sales Tax		7.725%	35.15

Other Available Products:
 Audio,Phone & Cable Systems,Intercom, Home
 Management,Beam Vacuum

Please sign & return, noting any additions or corrections, to confirm this job contract. All invoices are Due upon Receipt. Invoices not paid within 30 Days will accrue Late Fees at 1.5% per month

Total Due	\$970.15
------------------	-----------------

Signature _____

SWD000058

SYSTEMS OF NEVADA, INC.

SOUND EQUIPMENT

1220 East Greg St., #4
 Sparks, Nv. 89431-6530
 (775) 355-0831
 Fax (775) 356-1555

DATE	Proposal Number
11/26/2014	

NAME / ADDRESS
Silverwing Development Corp. Attn.: Mr. Doug Hunter 9650 Gateway Drive, Suite 201 Reno, NV 89521

JOB SITE
Silverwing Development Corp. Attn.: Mr. Doug Hunter Edgewater at Virginia Lake 2490 Eastshore Drive Reno, NV 89509

P.O. NO.	TERMS	REP
Revised 12/10	50% @ R/L, Balance @ T/O	Steve

ITEM	DESCRIPTION	QTY	Unit Price	TOTAL
	CLUBHOUSE TV INSTALLATION			
LABOR	Labor to complete the following: 1) Deliver mounts for flat panel TVs. 2) Install FOUR flat panel TVs supplied by Silverwing. 3) Set up Video Distribution.	1	1,150.00	1,150.00
Ingram Micro	Peerless PT660 Universal Tilt Wall Mounts For Flat Panel Screens - 37" to 60": Reception Area	2	129.99	259.98T
Ingram Micro	OmniMount SCM125 32" to 65" Tilting Ceiling Flat Panel Mount (24" Drop): Fitness Area	2	259.99	519.98T
Ingram Micro	KV6493 HDMI Extender Wall Plates-165' over Dual CAT5e/6 With IR-1080p - White	4	89.99	359.96T
Ingram Micro	KV6495 NXG 8-Port HDMI 1.4 Splitter 1-in 8-out	1	259.99	259.99T
NX-HDMI-T...	1M Onyx HDMI Cable 1.4	8	19.99	159.92T
Note	Please Note: 1) Silverwing to supply FOUR flat panel TVs. 2) Silverwing to install wood backing at TV locations for mount support. 3) Silverwing to supply electrical at each TV location. 4) Reception TV Height: a. Reception Area TVs mounted approx. 42" from floor		0.00	0.00T
Discount	Discount per Steve. Sales Tax	1	-130.00 7.725%	-130.00 120.50

Other Products Available:

Alarm, Audio, Intercom, Home Management, Phone and Cable,
 Beam Built-in Vacuums.

TOTAL	\$2,700.33
--------------	-------------------

Please sign & return, noting any additions or corrections, to confirm this job contract. All invoices are "Due upon Receipt". Invoices not paid within 30 days will accrue "Late Fees" at 1.5% per month.

SIGNATURE _____

SWD000059

B 2(2004) (CV'S)
 2(1724) 3446
 2(2201) 6412
 2(2227) 4674
 16,532

A 2337
 1724
 4(2004)
 12,077

US GRANITE
 Natural Stone and Quartz Surfaces

Lic # 0063194

x960 APG 17492

Bungalows at Sky Vista

Price includes Golden Garnet or Uba Tuba material w/ 3cm eased edge, 4" backsplash, and topmount sink cutout
 2cm material has to be installed over plywood by others and scribed with trim
 1cm Piedraflina in choice of Bottichino or Arena w/ 1cm eased edge
 Same color has to be used for all areas for pricing to remain valid

Unit	Golden Garnet/Uba Tuba 3cm	Golden Garnet/Uba Tuba 2cm	Piedraflina Vanities
Unit 1			
Kitchen	\$1,860	\$1,767	\$144
ADA Kitchen	\$1,860	\$1,767	
Vanity	\$360	\$342	
ADA Vanity			
Unit 2			
Kitchen	\$1,580	\$1,501	
ADA Kitchen	\$1,680	\$1,596	
Vanity	\$360	\$342	\$144
ADA Vanity	\$405	\$385	\$182
Unit 3			
Kitchen	\$1,940	\$1,843	
ADA Kitchen	\$2,080	\$1,976	
Master Vanity	\$293	\$279	\$117
ADA Master Vanity	\$360	\$342	\$144
Bath 2 Vanity	\$360	\$342	\$144
ADA Bath 2 Vanity	\$563	\$535	\$225
Unit 4			
Kitchen	\$2,040	\$1,938	
ADA Kitchen	\$2,100	\$1,995	
Master Vanity	\$293	\$279	\$117
ADA Master Vanity	\$360	\$342	\$144
Bath 2 Vanity	\$450	\$428	\$180
ADA Bath 2 Vanity	\$518	\$493	\$207

BID FORM

PROJECT: EDGEWATER AT VIRGINIA LAKE APARTMENTS

PREPARED BY: John H

DEVELOPER: SWD-NVL, LLC

DATE: 8/5/2014

SUBCONTRACTOR: US Granite

TRADE: SOLID SURFACE COUNTERTOPS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
SEE ATTACHED SPEC LIST				
BUILDING A	7		\$44,465.00	\$311,254.00
Material			- 30% 43,131	
BUILDING B	4		\$51,071.00	\$204,284.00
Material			- 30% 49,539	
CLUBHOUSE	1			\$2,202.00
			- 30% 2136	
			TOTAL:	\$517,740.00

SWD000061



1220 East Greg St. Suite #14
Sparks, NV 89431
775-331-1277 (Ph) 775-331-8298 (Fax)
NV License #0074199 • CA License #922707
9/27/2013

Proposal
Silverwing Development
Bungalows @ Sky Vista
Building A

Scope Of Work

1. Rough, top, finish plumb per 2009 IRC code

Materials

1. PVC waste and vents
2. Pex water piping
3. Schedule 40 black steel gas piping

Inclusions

1. labor and material

Exclusions

1. Trenching, backfill, sand, compaction
2. Permits, fees
3. Water meters

Fixture Schedule

1. See Below

Location	Item	Description	Model	Qty
Kitchen sink	Sink	Moen 20 ga. 33x22x8 4hole stainless steel dbl bowl self rim	G202134	6
	Faucet	CFG faucet with spray	CA40515C	6
	disposal	ISE Insinkerator 1/2HP	Badger 5	6
Bathroom	Tub shower	Aquatic 60 x 32 fiberglass stall	6032T5 3WTB	6
	Trim & valve	CFG tub shower trim chrome	40311C / 45511	6
	Toilet	Vortens round front Vienna	3464 / 3208	6
	Seat	Church round front	500EC	6
	Lavatory sink	Vortens Vienna 4" center	3521	6
	faucet	CFG 4" chrome	40225	6
Misc...	Water heater	Bradford white 50 gallon natural gas 50K BTU	M-1-504S6FBN	6
	Circulation Pump	Grundfos with timer and pigtail	UP1516B5	6
	Aquastat	Per plans instruction		12



1220 East Greg St. Suite #14
 Sparks, NV 89431
 775-331-1277 (Ph) 775-331-8298 (Fax)
 NV License #0074199 • CA License #922707
 9/27/2013

Proposal
 Silverwing Development
 Bungalows @ Sky Vista
 Building A

	Washer box	IPS with hammer arrestors		6
	Hose Bib	Woodford 12" frost free	17CP	6

Exhibit A

ZEPHYR PLUMBING scope of work does not include the identification, detection, abatement, encapsulation or removal of mold or other hazardous substances, defects or conditions. Zephyr Plumbing's proposal excludes all obligations, express or implied, to indemnify, defend, and hold harmless the general contractor, owner and/or any entity from and against all claims, lawsuits, demands, damages, losses, and/or expenses including, but not limited to attorney's fees and expert witness fees arising out of or resulting from the creation, presence, treatment and/or removal of mold, asbestos, carbon monoxide, and/or any other hazardous condition(s) and/or defects, of any kind, by any person in any part of the Project (or Work), whether during or after completion or Zephyr Plumbing's work, that is not due solely to the actions or inactions of Zephyr Plumbing.

In the event Zephyr Plumbing's work must be removed and/or replaced due to the creation, presence, treatment and/or removal of mold, asbestos, carbon monoxide, and/or any other hazardous conditions(s) and/or defects, of any kind, in any part of the Project (or Work) that is not due solely to the actions or inactions of Zephyr Plumbing, the general contractor (or owner) shall issue a change order directing Zephyr Plumbing to proceed with the removal and/or replacement of its work on a time and material basis. In the event that the general contractor (or owner) fails or refuses to issue such a change order, Zephyr Plumbing may refuse to perform such extra work. In such case, Zephyr Plumbing shall not be responsible for any delays to the Project, consequential damages, or any liquidated damages resulting from such delay.

Exhibit B

Zephyr Plumbing may encounter conditions, which would not reasonably have been anticipated, such as substantial price increases for plastic products, copper, stainless and other metal products. Such substantial price increases for raw metal products also affect the pricing of plumbing fixtures; therefore Zephyr Plumbing reserves the right to review pricing at the time it places an order for all plastic, metal and fixture products pursuant to this proposal/estimate. Should Zephyr Plumbing encounter unanticipated conditions or substantial increases in pricing the proposal/estimate will be equitably adjusted.

Warranty



1220 East Greg St. Suite #14
 Sparks, NV 89431
 775-331-1277 (Ph) 775-331-8298 (Fax)
 NV License #0074199 • CA License #922707
 9/27/2013

Proposal
 Silverwing Development
 Bungalows @ Sky Vista
 Building A

1. Zephyr Plumbing warrants all materials and workmanship to be free from defect one (1) year from substantial completion of scope of work.

Contract Price: \$ 32,376.00

Contract price valid for one (1) year upon acceptance date. Zephyr Plumbing reserves the right to renegotiate contract price upon expiration, due to material cost increases.

With payments to be made as follows; **Billing Due: 28%rough,46%top out, 33%finish upon completion** All balances over 35 days past due will accrue 1.5% monthly. This proposal may be withdrawn if not accepted within 30 days. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an additional amount over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Builder agrees to make payment of the contract sum to subcontractor in the following manner. Upon execution of this contract and the completion of the inspection phase, the balance of the contract sum shall be paid (together with balance due from change orders executed, if any) upon completion of all work. Builder payments are due within 5 working days of the contract payment schedule. Builder credit policy with the subcontractor is to remit a payment demand of 1.5% per month of additional charges for payments overdue 15 days after contract payment schedule. Invoices due 60 days or longer beyond contract payment schedule will demand a work stoppage on any new work. However, subcontractor is required to submit to builder lien waivers from subcontractor and subcontractor's suppliers, material men and subcontractors, for all labor, materials and other items incorporated into the work or expended in the work to date payment is presented to builder, releasing real estate, the dwelling and builder from all mechanic's liens, prior to receiving payment of phase and completion of all work.

Zephyr Plumbing reserves the right to repair any and all defects or damages to our work, prior to any other licensed contractor. Intention of back charging and/or withholding funds must be presented and approved with our administration, along with supporting evidence of fault, prior to any formal action. Non disclosure of back charges and/or funds withheld will result in legal action.



ZEPHYR
PLUMBING

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9/27/2013

Proposal
Silverwing Development
Bungalows @ Sky Vista
Building A

Zephyr Plumbing

Date

Accepted By

Date



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9/27/2013

Proposal
Bungalows @ Sky Vista
Building B

Scope Of Work

1. Rough, top, finish plumb per 2009 IRC code

Materials

1. PVC waste and vents
2. Pex water piping
3. Schedule 40 black steel gas piping

Inclusions

1. labor and material

Exclusions

1. Trenching, backfill, sand, compaction
2. Permits, fees
3. Water meters

Fixture Schedule

1. See Below

Location	Item	Description	Model	Qty
Kitchen sink	Sink	Moen 20 ga. 33x22x8 4hole stainless steel dbl bowl self rim	G202134	8
	Faucet	CFG faucet with spray	CA40515C	8
	disposal	ISE Insinkerator 1/2HP	Badger 5	8
Bathroom	Tub shower	Aquatic 60 x 32 fiberglass stall	6032TS 3WTB	12
	Trim & valve	CFG tub shower trim chrome	40311C / 45511	12
	Toilet	Vortens round front Vienna	3464 / 3208	12
	Seat	Church round front	500EC	12
	Lavatory sink	Vortens Vienna 4" center	3521	12
	faucet	CFG 4" chrome	40225	12
Misc...	Water heater	Bradford white 50 gallon natural gas 50K BTU	M-1/504S6FBN	8
	Circulation Pump	Grundfos with timer and pigtail	UP1516B5	8
	Aquastat	Per plans instruction		16



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Proposal
 Bungalows @ Sky Vista
 Building B

Washer box	IPS with hammer arrestors		8
Hose Bib	Woodford 12" frost free	17CP	8

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In the event Zephyr Plumbing's work must be removed and/or replaced due to the creation, presence, treatment and/or removal of mold, asbestos, carbon monoxide, and/or any other hazardous conditions(s) and/or defects, of any kind, in any part of the Project (or Work) that is not due solely to the actions or inactions of Zephyr Plumbing, the general contractor (or owner) shall issue a change order directing Zephyr Plumbing to proceed with the removal and/or replacement of its work on a time and material basis. In the event that the general contractor (or owner) fails or refuses to issue such a change order, Zephyr Plumbing may refuse to perform such extra work. In such case, Zephyr Plumbing shall not be responsible for any delays to the Project, consequential damages, or any liquidated damages resulting from such delay.

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Warranty



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 9/27/2013

Proposal
 Bungalows @ Sky Vista
 Building B

1. Zephyr Plumbing warrants all materials and workmanship to be free from defect one (1) year from substantial completion of scope of work.

Contract Price: \$ 45,873.00

Contract price valid for one (1) year upon acceptance date. Zephyr Plumbing reserves the right to renegotiate contract price upon expiration, due to material cost increases.

With payments to be made as follows; Billing Due: 21%rough,46%top out, 33%finish upon completion All balances over 35 days past due will accrue 1.5% monthly. This proposal may be withdrawn if not accepted within 30 days. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an additional amount over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

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Zephyr Plumbing reserves the right to repair any and all defects or damages to our work, prior to any other licensed contractor. Intention of back charging and/or withholding funds must be presented and approved with our administration, along with supporting evidence of fault, prior to any formal action. Non disclosure of back charges and/or funds withheld will result in legal action.



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9/27/2013

Proposal
Bungalows @ Sky Vista
Building B

Zephyr Plumbing

Date

Accepted By

Date



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9/27/2013

Proposal
Silverwing Development
Bungalows @ Sky Vista
- Building C, ADA compliant

Scope Of Work

1. Rough, top, finish plumb per 2009 IRC code

Materials

1. PVC waste and vents
2. Pex water piping
3. Schedule 40 black steel gas piping

Inclusions

1. labor and material

Exclusions

1. Trenching, backfill, sand, compaction
2. Permits, fees
3. Water meters

Fixture Schedule

1. See Below

Location	Item	Description	Model	Qty
Kitchen sink	Sink	Moen 20 ga. 33x22x8 4hole stainless steel dbl bowl self rim	G202134	8
	Faucet	CFG faucet with spray	CA40515C	8
	disposal	ISE Insinkerator 1/2HP	Badger 5	8
Bathroom	Tub shower	Sterling 6032 Ensamble with ADA Backers no grab bars	71121110-0 /71124106-0	12
	Trim & valve	CFG tub shower trim chrome	40311C / 45511	12
	Toilet	Vortens round front Vienna	3464 / 3208	12
	Seat	Church round front	500EC	12
	Lavatory sink faucet	Vortens Vienna 4" center CFG 4" chrome	3521 40225	12 12



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 9/27/2013

Proposal
 Silverwing Development
 Bungalows @ Sky Vista
 Building C, ADA compliant

Misc...	Water heater	Bradford white 50 gallon natural gas	M-1-504S6FBN	8
	Circulation Pump	Grundfos with timer and pigtail	UP1516B5	8
	Aquastat	Per plans instruction		16
	Washer box	IPS with hammer arrestors		8
	Hose Bib	Woodford 12" frost free	17CP	8

Exhibit A

ZEPHYR PLUMBING scope of work does not include the identification, detection, abatement, encapsulation or removal of mold or other hazardous substances, defects or conditions. Zephyr Plumbing's proposal excludes all obligations, express or implied, to indemnify, defend, and hold harmless the general contractor, owner and/or any entity from and against and all claims, lawsuits, demands, damages, losses, and/or expenses including, but not limited to attorney's fees and expert witness fees arising out of or resulting from the creation, presence, treatment and/or removal of mold, asbestos, carbon monoxide, and /or any other hazardous condition(s) and/or defects, of any kind, by any person in any part of the Project (or Work), whether during or after completion or Zephyr Plumbing's work, that is not due solely to the actions or inactions of Zephyr Plumbing.

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Exhibit B

Zephyr Plumbing may encounter conditions, which would not reasonably have been anticipated, such as substantial price increases for plastic products, copper, stainless and other metal products. Such substantial price increases for raw metal



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Proposal
 Silverwing Development
 Bungalows @ Sky Vista
 Building C, ADA compliant

products also affect the pricing of plumbing fixtures; therefore Zephyr Plumbing reserves the right to review pricing at the time it places an order for all plastic, metal and fixture products pursuant to this proposal/estimate. Should Zephyr Plumbing encounter unanticipated conditions or substantial increases in pricing the proposal/estimate will be equitably adjusted.

Warranty

1. Zephyr Plumbing warrants all materials and workmanship to be free from defect one (1) year from substantial completion of scope of work.

Contract Price: \$ 55,471.00

Contract price valid for one (1) year upon acceptance date. Zephyr Plumbing reserves the right to renegotiate contract price upon expiration, due to material cost increases.

With payments to be made as follows; **Billing Due: 28% rough, 45% top out, 27% finish upon completion**. All balances over 35 days past due will accrue 1.5% monthly. This proposal may be withdrawn if not accepted within 30 days. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an additional amount over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

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Zephyr Plumbing reserves the right to repair any and all defects or damages to our work, prior to any other licensed contractor. Intention of back charging and/or withholding funds must be presented and approved with our administration,



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Proposal
Silverwing Development
Bungalows @ Sky Vista
Building C, ADA compliant

along with supporting evidence of fault, prior to any formal action. Non disclosure of back charges and/or funds withheld will result in legal action.

Zephyr Plumbing

Date

Accepted By

Date



1080 Linda Way, STE 3
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 775-331-1277 (Ph) 775-331-8298 (Fax)
 NV License #0074199 • CA License #922707
 8/8/2014

Proposal
 Silverwing Development – Edgewater At Virginia Lake
 Condominiums – Price Revision 8-4-14

Scope Of Work

1. Underground, top-out and finish plumbing per plans dated 5-27-14.

Materials

1. Waste and vent system
 - a. Waste and vent design per plans.
 - b. ABS pipe and fitting waste and vent.
2. Domestic water system
 - a. Design and sizing per plan.
 - b. Viega PEX pipe, Viega PEX press EP fittings with stainless steel ring.
3. Natural gas system
 - a. Gas pipe sizing per plan.
 - b. Schedule 40 malleable black steel, threaded pipe and fittings (no underground gas)
 - c. Gas run to FAU(8), fireplace(8), water heater(8) and BBQ(4) RANGE(8).
4. Insulation
 - a. All piping in basement ceiling, mains, supply of hot, cold and return to be insulated with 3/4" wall polyolefin insulation (imcolock).

Inclusions

1. Condensate traps and condensate lines for FAU. Condensate piping and installation for water heaters terminating into floor drain. Floor drain not shown on plans nor any information regarding water heater condensate install or termination. Power direct vent water heaters require a condensate drainage collection.
2. Pre-plumb for individual unit water meters. Unions and jumper nipple to be provided by meter supplier.

Exclusions

1. Trenching, backfill, coring if needed compaction, sand, permits, fees
2. Water heater flue pipe, fittings, concentric vent termination fitting and installation. This was shown on the mechanical pages and was assumed the mechanical contractor would install.
3. Individual water meters and installation.
4. Backflow protection/valve(s) materials and installation



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 8/8/2014

Proposal
 Silverwing Development – Edgewater At Virginia Lake
 Condominiums – Price Revision 8-4-14

Fixture Schedule

Location	Item	Description	Model	Qty
Kitchen	Sink	Moen double bowl stainless top-mount	G202134	8
	Faucet	CFG faucet with side spray	CA40515C	8
	Disposal	InSinkErator ½ HP	Badger 5	8
Baths	Shower	Aquatic 60x36 shower stall, single seat	1603DTS	4
	Shower valve	Moen posi-temp, PEX end	62380	4
	Shower trim	Moen Brantford	T62152	4
	Tub/shower	Maax 60x32 stall tub shower	105674.000.001	4
	Tub/shower	Aquatic 60x36 fiberglass stall	2603OCS	4
	Tub/shower valve	Moen posi-temp	62380	8
	Tub/shower trim	Moen Brantford	T62153	8
	Toilets	Vortens round front	3208/3464	16
	Seat	Church round front	540EC	16
	Lavatory sink	Vortens 8" china oval	3525	16
	Pedestal sink	Vortens 4" Senna	3516/3539	4
	Lavatory faucet	Moen Brantford 8"	T6620/69000	12
	Lavatory faucet	Moen Brantford 4"	6610	8
Other	Hose bibs	Woodford 12" frost free	17PX-12	8
	Washer box	IPS with hammer arrestors	W2702HACP	8
	Water heater	Bradford white 50 gallon	PDX1-50S6FBN	8
	Circ pump	Wilo with aquastat control	Z15 BNS	8
	Floor sink	Zurn 2" for furnace condensate drain in basement with waterless trap primer		2

- Aquatic 60x32 specified tub/shower stall was changed to MAAX which offers a more efficient installation design and superior quality product.
- Shower stall and 60x36 tub/shower stall to be Aquatic as MAAX does not offer a comparable product
- Toilet equivalent may be substituted for Gerber Maxwell in-lieu of Vortens
- Toilet seat equivalent may be substituted for Bemis in-lieu of Church
- Lavatory equivalent may be substituted for Gerber Maxwell in-lieu of Vortens
- Water heater may be substituted for State in-lieu of Bradford White



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Proposal
 Silverwing Development – Edgewater At Virginia Lake
 Condominiums – Price Revision 8-4-14

Warranty

1. Zephyr Plumbing warrants all materials and workmanship to be free from defect one (1) year from substantial completion of scope of work.

Contract Price: \$71,067.00

Contract price valid for one (1) year upon acceptance date. Zephyr Plumbing reserves the right to renegotiate contract price upon expiration, due to material cost increases.

With payments to be made as follows; **Billing Due: 6% Underground, 59% Top-Out, 35% Finish** All balances over 35 days past due will accrue 1.5% monthly. This proposal may be withdrawn if not accepted within 30 days. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an additional amount over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

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 Zephyr Plumbing

 Date

 Accepted By

 Date

Silverwing Development

CORPORATE PROFILE

SILVERWING DEVELOPMENT

Silverwing Development ("Silverwing") is a Nevada Corporation with operations based in Reno, Nevada. Since its operations commenced in 1986, the company has been active in residential, commercial and land development projects in California, Nevada and Texas. Its principals have development experience in 11 states throughout their careers.

Silverwing's principals have accumulated many years of real estate experience in both institutional and entrepreneurial real estate environments. They have been involved in the underwriting, development, management and sale of Class A office buildings, shopping centers, multi-family projects, large and small scale land development, as well as attached and detached for-sale single-family homes.

Silverwing's principals have consistently pursued a business plan that prioritizes the profitability of each project. They have avoided the volume approach to enlist a concentrated focus on quality and profit maximization of each individual development project. Since its inception, Silverwing nor any affiliates has ever defaulted on any loans.

Celebrating its 29th anniversary, Silverwing has honed its construction and administrative systems to provide maximum efficiency, thus enhancing the timeliness and effectiveness of the decision making process.

The crucial functions of land/project feasibility, acquisition, finance, construction, customer relations, sales and marketing are controlled and managed by highly qualified members of the management team, thus ensuring maximum return on investment.

PRINCIPALS & KEY STAFF MEMBERS

Over the past 38 years, the principals of Silverwing Development have participated as principals and advisors, construction and/or project managers in the acquisition, development and sale of commercial and residential projects valued in excess of \$3 billion. The listings below excludes fee purchases/management for third parties.

J Carter Witt III - President

J Carter Witt III graduated from University of Southern California in 1977 with a Bachelor of Science Degree. He is a co-founder of Silverwing Development and as its President oversees the coordination of all operating units of the company. Prior to his involvement with Silverwing Development, Mr. Witt was Vice President of the Real Estate Investment Banking Group at E.F. Hutton in San Francisco where he was responsible for the acquisition, financing, syndication and management of a \$750 million portfolio of commercial real estate. Prior to his tenure with E.F. Hutton, he was employed by Bank of America in its Investment Real Estate Department where he acquired and assisted in the acquisitions and development of office buildings, shopping centers and industrial properties for offshore clients and pension fund accounts.

Mr. Witt is a past member of the National Policy Council of the Urban Land Institute. He is an Eagle Scout that currently acts as the Vice President-Capital Projects, Mt. Diablo Silverado Council and is a recipient of the Silver Beaver Award for Boy Scouts of America and has co-chaired a number of charitable and political fund-raising events, such as Make-A-Wish and Children's Hospital. He held a State of California and continues to hold a

Silverwing Development

CORPORATE PROFILE

Nevada Real Estate Broker's license and maintains a General Contractor licenses in Nevada and previously in California. Mr. and Mrs Witt also hold an 80% interest in SWD Partners, LLC.

Elizabeth C. Witt - Director of Asset Management

Elizabeth C. Witt oversees all asset management, marketing and leasing for Silverwing's investment and development properties, including HR management. Prior to Silverwing, she was Director of Asset Management for AMB Investments where she was responsible for the management of commercial real estate properties purchased on behalf of pension fund and offshore clients. Before joining AMB (Prologis), Ms. Witt was a Vice President with the E.F. Hutton Real Estate Investment Banking Group in San Francisco where she was responsible for managing a \$750 million portfolio of commercial real estate.

Ms. Witt graduated from Boston College with a Bachelor of Science Degree in 1976 and holds a CPM designation as well as a State of California Real Estate Broker's license.

Doug L Hunter - Director of Operations

Doug Hunter has over 24 years of progressive experience in engineering and construction management, including over 15 years of senior management experience building housing development for public and private builders in Nevada and California. Prior to joining Silverwing, Doug worked as the VP of Project Management for McMillin Homes and Vice President of Operations for Toll Brothers Reno, NV and Palm Desert, CA. Prior to that he was the Operations Manager of Neuffer Homes (the largest private local builder in Northern Nevada at the time) and was employed by Mountain West Consulting as a Staff Engineer.

Mr. Hunter holds a BS in Civil Engineering from University of Nevada, Reno and is presently active in a variety of outdoor sports, is a professional actor and has consistently played a lead role in a number of community based charities. Mr. Hunter holds a 20% profits interest in SWD Partners, LLC.

LAND DEVELOPMENTS

Completed:

- Portofino, Vacaville, CA, 18 acres (entitled 178 housing units), 2006, sold to public builder upon entitlement for \$28,000,000.
- Siena, Fairfield, CA, 16 acres (entitled 148 housing units), 2004, sold to public builder upon entitlement for \$20,200,000.
- Hidden Meadows, Fairfield, CA, 45 acres (entitled 157 housing units), 2003, sold to public builder upon entitlement for \$15,700,000.
- Sky Vista-Reno, NV, 600 acres, (1822 housing units and 620 multi-family units, 8 acres of commercial), 1995, total land sales in excess of \$110,000,000.
- 216 Sutter Bay, Sutter County, CA, 216 acres, entitlements processed in 1995, land conveyed to third party in 1998.
- Prairie Oaks, Folsom, CA, 430 acres (1372 lot land development), 1994, total build out estimated at \$205,800,000. Sold to joint venture partner.

Silverwing Development

CORPORATE PROFILE

- Suisun Redevelopment-master developer, 250 acres of mix use (200,000 SF retail, 250 housing units), 1991, estimated build out \$86,000,000. Conveyed by City of Suisun to third party builders.
- Silveron, Flower Mound (Dallas), TX, 2000-2006, 365 acres for mixed-use commercial. Completed Dec 2013-\$41,000,000.

RESIDENTIAL/MULTI FAMILY DEVELOPMENTS COMPLETED:

- Bear Creek II, 10 Final Map Lots, 2013 (sold as raw land \$200,000)
- The Cottages, Reno, NV 109 duet units, 2013, \$16, 100,000
- Waterford Apartments, 240 units, renovated and sold \$13,875,000 in 2012
- Ponderosa Meadows, Truckee, CA, 19 units, 2012, \$11,000,000
- Grand Summit, Reno, NV, 79 units, \$20,000,000, 2011
- Oak Court Townhouses, Walnut Creek, CA, 20 units, 2010, \$12,000,000
- Concordia, Concord, CA, 10 units, \$4,100,000, 2007
- Ventana Ridge Condominiums, Castro Valley, CA, 33 units, 2006, \$13,000,000
- University Ridge, Reno, NV, 50 units, 2006, \$12,700,000
- Bear Creek, Reno, NV, 28 units, 2005, \$14,700,000
- The Villas at Sky Vista, Reno, NV, 114 duets and 12 SF units, 2005, \$17,000,000
- Edgewater, Fairfield, CA, 104 duet units, 2005, \$21,200,000
- Hampton Park, Vacaville, CA, 90 units, 2005, \$23,850,000
- Belmont Glen II, Belmont, CA, 3 units, 2005, \$3,600,000
- Canyon Court, Castro Valley, CA, 11 units, 2003, \$6,000,000
- Kennedy Park Place, San Lorenzo, CA, 15 units, 2003, \$5,500,000
- Countrywood, Vacaville, CA, 48 units, 2002, \$12,000,000
- Legacy Court, Napa, CA, 14 units, 2002, \$4,200,000
- Sky Vista Commons, Reno, NV, 282-unit apartment, built 2001/2, \$23,000,000 (est).
- Liberty Ranch, Napa, CA, 18 units, 2001, \$5,200,000
- Countryside, Vacaville, CA, 62 units, 2000, \$15,500,000
- West Ridge Estates, Castro Valley, CA, 11 units, 2000, \$5,600,000
- Belmont Glen, Belmont, CA, 6 units, 2000, \$5,500,000
- Big Ranch Estates, Napa, CA, 9 units, 2000, \$4,500,000
- Creekside Meadow, Fairfield, CA, 91 units, 1999, \$18,650,000
- Milano, Martinez, CA, 13 units, 1999, \$4,300,000
- Signorelli Vineyard, St. Helena, CA, 40 units, 1997, \$12,500,000
- Cameron Meadows, Fremont, CA, 18 units, 1997, \$9,000,000 (entitled and sold to builder)
- Stonegate II, Elk Grove, CA, 36 units, 1997, \$5,200,000
- Diablo Hills, Antioch, CA, 177 units, 1996, \$33,200,000
- Las Palmas, Rocklin, CA, 114 units, 1996, \$19,300,000
- Las Brisas, Elk Grove, CA, 118 units, 1996, \$18,700,000
- Silver Springs, Modesto, CA, 90 units, 1996, \$15,500,000
- Stonegate I, Elk Grove, CA, 97 units, 1996, \$14,000,000
- Canyon Creek, Pleasanton, CA, 40 units, 1996, \$12,500,000

Silverwing Development

CORPORATE PROFILE

- Vistara, Fairfield, CA, 67 units (attached), 1995, \$13,000,000
- Saddlebrook Estates, Fairfield, CA, 101 units, 1991, \$29,000,000
- Creekside Meadow, Vacaville, CA, 92 units, 1990, \$14,400,000
- Harvest Meadow, Vacaville, CA, 118 units, 1988, \$15,200,000
- Edgewater @ Virginia Lake, Reno, NV, 48 condos \$12,500,000
- Fountainhouse @ Victoria Square, Sparks, NV-Phase I-220 condo apartments-\$43,000,000

Current Development:

- C St Garage-9 story parking/230 unit MF project-in planned, start March 2018--\$51,000,000
- Sky Vista Commons South-72 unit addition to existing MF project-\$10,000,000, (Expected Completion March 2017)
- Fountainhouse Mixed Use, Sparks, NV-16 units expected value\$6,000,000 and 8,500 SF of retail valued at \$2,300,000. (Expected Start March 2017)
- The Bridges, Sparks, NV-(Expected Start Oct 2016) 194 unit, 12,525 SF commercial- expected value \$73,000,000.

COMMERCIAL PROJECTS

Completed:

- Arco Center, Long Beach, CA, 436,000 twin towers-sold 1986, \$63,000,000.
- 1600 Market Street, Philadelphia, PA, 40 story high-rise office, 1984, \$160,000,000.
- Mariners Center, San Mateo, CA, 2-3 story suburban office buildings, 1984, \$17,000,000.
- One Commerce Square, Memphis, TN, 32 story high-rise office, 1983, \$46,000,000.
- Woodgrove Festival Center, Woodridge, IL, 230,000 SF. retail, \$21,000,000.
- The Marketplace, Rockford, IL, 220,000 SF, retail \$11,555,000.

Previous Multi-Family Developments:

- Sky Vista Commons, Reno, NV, 282-unit condo/apartment (recently converted to condominiums), 2001-2002, \$38,000,000.
- Virginia Lake Condominiums and Townhouses, Reno, NV, 108 plus 38 townhomes renovated, \$17,000,000 - 108 demolished to allow redevelop of site with Edgewater Project
- Bungalows @ Sky Vista, Reno, NV-338 condo apartments, unique all one story product with full clubhouse, amenities on 32.5 acres of land, \$70,000,000
- Edgewater @ Virginia Lake Reno, NV, 288 units, \$57,000,000

ADVISOR / PROJECT OR ASSET MANAGER

COMMERCIAL

- Dunes Resort and Casino (Bellagio), Las Vegas, NV, 2000 room casino, 1986, \$135,000,000
- Bank of America Regional Headquarters, San Diego, CA, 1984, \$45,500,000
- California Federal Operations Center, Rosemead, CA, 1983, \$45,800,000
- Great American Federal Operations Center, National City, CA, 1983, \$38,600,000
- Cox Communications Headquarters, Atlanta, GA, 1983, \$26,500,000
- Security Pacific Bank Operations Center, Claremont, CA, 1982, \$100,000,000
- Kaneb Headquarters, Houston, TX, 1982, \$55,000,000

Consulting:

- Bank of America-Merced, CA/Sparks, NV (2 REO projects, Due Diligence, created plan to cleaned up assets and entitlements and sold)
- Mechanics Banks Sacramento, CA (REO, Due Diligence, created plan to clean up and sold)
- AREA, Agoura Hills, CA-(Broken Asset, due diligence summary, game plan for future development execution)
- The Davidson Group, Dayton, NV (Broken Asset, due diligence summary, created game plan for future development execution)

**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: _____

SUBCONTRACTOR

By: _____

X _____

By: _____

Date: _____

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

X _____

By: Silverwing Development, Managing Member

Date: _____

SWD000083

**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: _____

SUBCONTRACTOR

By: _____

X _____

By: _____

Date: _____

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

X _____

By: Silverwing Development, Managing Member

Date: _____

SWD000084

**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: _____

SUBCONTRACTOR

By: _____

X _____

By: _____

Date: _____

ACKNOWLEDGED BY:

Owner: SWD-Quarry Bungalows, LLC

X _____

By: Silverwing Development, Managing Member

Date: _____

SWD000085

Billing Schedule of Values (SOV) Standard Contract Work

February 28, 2014

Project: The Bungalows @ Sky Vista

Trade: Cabinets Supply & Install

Subcontractor: Jim's Cabinets and Installation

Subcontractor's Authorized Signature: _____

PHASE I	Bldg	Contract Amount	50% Supply		50% Install		Comp	Apprv	TOTAL
			Amount	Apprv	Amount	Apprv			
1		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
2		\$12,860.00	\$6,430.00		\$6,430.00			\$12,860.00	
3		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
4		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
5		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
6		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
7		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
8		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
9		\$12,860.00	\$6,430.00		\$6,430.00			\$12,860.00	
10		\$12,860.00	\$6,430.00		\$6,430.00			\$12,860.00	
11		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
12		\$12,860.00	\$6,430.00		\$6,430.00			\$12,860.00	
13		\$12,860.00	\$6,430.00		\$6,430.00			\$12,860.00	
14		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
15		\$12,860.00	\$6,430.00		\$6,430.00			\$12,860.00	
16		\$12,860.00	\$6,430.00		\$6,430.00			\$12,860.00	
17		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
18		\$12,860.00	\$6,430.00		\$6,430.00			\$12,860.00	
19		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
20		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
21		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
22		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
23		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
24		\$12,860.00	\$6,430.00		\$6,430.00			\$12,860.00	
25		\$12,860.00	\$6,430.00		\$6,430.00			\$12,860.00	
26		\$18,740.00	\$9,370.00		\$9,370.00			\$18,740.00	
Clubhouse		\$0.00	\$0.00		\$0.00			\$0.00	
TOTAL CONTRACT:								\$ 428,440.00	

Billing Date: _____
 Total Amount Billed: _____
 For The Bungalows A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____

Do not write in shaded area.

Billing Schedule of Values (SOV) Standard Contract Work With CO #2

Project: The Bungalows @ Sky Vista

Trade: Electrical

Subcontractor: High Voltage Electric, LLC

May 1, 2014

Subcontractor's Authorized Signature:

PHASE 1	Bldg	Contract Amount	80% Rough-In		20% Complete		TOTAL
			Amount Billed	Comp	Apprv	Amount	
1		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
2		\$20,726.00	\$16,580.80		\$4,145.20		\$20,726.00
3		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
4		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
5		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
6		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
7		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
8		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
9		\$20,726.00	\$16,580.80		\$4,145.20		\$20,726.00
10		\$20,726.00	\$16,580.80		\$4,145.20		\$20,726.00
11		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
12		\$20,726.00	\$16,580.80		\$4,145.20		\$20,726.00
13		\$20,726.00	\$16,580.80		\$4,145.20		\$20,726.00
14		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
15		\$20,726.00	\$16,580.80		\$4,145.20		\$20,726.00
16		\$20,726.00	\$16,580.80		\$4,145.20		\$20,726.00
17		\$35,494.00	\$28,395.20		\$7,098.80		\$35,494.00
18		\$20,726.00	\$16,580.80		\$4,145.20		\$20,726.00
19		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
20		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
21		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
22		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
23		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
24		\$20,726.00	\$16,580.80		\$4,145.20		\$20,726.00
25		\$20,726.00	\$16,580.80		\$4,145.20		\$20,726.00
26		\$29,094.00	\$23,275.20		\$5,818.80		\$29,094.00
Club House		\$32,448.12	\$25,958.50		\$6,489.62		\$32,448.12
Maint. Bldg		\$7,058.00	\$5,646.40		\$1,411.60		\$7,058.00
TOTAL CONTRACT :							\$ 718,670.12

Billing Date: _____
 Total Amount Billed: _____
 For The Bungalows A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____

Do not write in shaded area.

Billing Schedule of Values (SOV) Standard Contract Work with CO #1 & #2													
Project: The Bungalows at Sky Vista			Trade: Fire Alarms			Subcontractor: September 8, 2014 Systems of Nevada, Inc.			Subcontractor's Authorized Signature:				
Billing Date: _____ Total Amount Billed: _____ For The Bungalows AP (Use only): Amount Approved: _____ Amount Not Approved: _____ Net Amount: _____ CM Approval: _____ A/P Approval: _____													
PHASE 1													
Bldg	Contract Amount	Amount Billed	Comp	Apprv	Change Order #1	Amount Billed	Comp	Apprv	Change Order #2	Amount Billed	Comp	Apprv	TOTAL
1	\$569.33				\$1,403.78				\$182.41				\$2,155.52
2	\$569.33				\$1,403.78				\$182.41				\$2,155.52
3	\$569.33				\$1,403.78				\$182.41				\$2,155.52
4	\$569.33				\$1,403.78				\$182.41				\$2,155.52
5	\$569.33				\$1,403.78				\$182.41				\$2,155.52
6	\$569.33				\$1,403.78				\$182.41				\$2,155.52
7	\$569.33				\$1,403.78				\$182.41				\$2,155.52
8	\$569.33				\$1,403.78				\$182.41				\$2,155.52
9	\$569.33				\$1,403.78				\$0.00				\$1,973.11
10	\$569.33				\$1,403.78				\$0.00				\$1,973.11
11	\$569.33				\$1,403.78				\$182.41				\$2,155.52
12	\$569.33				\$1,403.78				\$0.00				\$1,973.11
13	\$569.33				\$1,403.78				\$0.00				\$1,973.11
14	\$569.33				\$1,403.78				\$182.41				\$2,155.52
15	\$569.33				\$1,403.78				\$182.41				\$2,155.52
16	\$569.33				\$1,403.78				\$0.00				\$1,973.11
17	\$569.33				\$1,403.78				\$182.41				\$2,155.52
18	\$569.33				\$1,403.78				\$0.00				\$1,973.11
19	\$569.33				\$1,403.78				\$0.00				\$1,973.11
20	\$569.33				\$1,403.78				\$182.41				\$2,155.52
21	\$569.33				\$1,403.78				\$182.41				\$2,155.52
22	\$569.33				\$1,403.78				\$0.00				\$1,973.11
23	\$569.33				\$1,403.78				\$182.41				\$2,155.52
24	\$569.33				\$1,403.78				\$182.41				\$2,155.52
25	\$569.33				\$1,403.78				\$182.41				\$2,155.52
26	\$569.33				\$1,403.78				\$182.41				\$2,155.52
TOTAL:											\$ 54,584.24		

Billing Schedule of Values (SOV) Standard Contract Work

Project: The Bungalows at Sky Vista Subcontractor: High Voltage Electric, LLC
 Address: 9755 Silver Sky Pkwy Reno, NV 89506 Address: 9 E. Freepport Bldg Sparks, NV 89431
 Trade: Electrical Phone: 775-359-9999

Phase 2 Building	Contract Amount	80% Rough-In		20% Complete		Total
		Amount Billed	Comp	Apprv	Amount Billed	
27	\$20,726.00	\$16,580.80			\$4,145.20	\$20,726.00
28	\$20,726.00	\$16,580.80			\$4,145.20	\$20,726.00
29	\$20,726.00	\$16,580.80			\$4,145.20	\$20,726.00
30	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
31	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
32	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
33	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
34	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
35	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
36	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
37	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
38	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
39	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
40	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
41	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
42	\$20,726.00	\$16,580.80			\$4,145.20	\$20,726.00
43	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
44	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
45	\$29,094.00	\$23,275.20			\$5,818.80	\$29,094.00
46	\$20,726.00	\$16,580.80			\$4,145.20	\$20,726.00
					\$540,040.00	

Billing Date: _____
 Total Amount Billed: _____
 For The Bungalows A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____

**Billing Schedule of Values (SOV) Standard Contract Work
PAINTING**

Project: The Bungalows at Sky Vista Subcontractor: Infinity Painting
 Address: 9755 Silver Sky Pkwy., Reno, NV 89506 Address: 625 Spice Island Ste G Sparks, NV 89431
 Phone: 775-851-6041

Phase I Building	50% Exterior		50% Interior		Sub Apprv	SWD Apprv	Total
	Contract Amount	Amount Billed	Amount Billed	Total			
21	\$14,770.00	\$7,385.00	\$7,385.00	\$14,770.00			\$14,770.00
20	\$14,770.00	\$7,385.00	\$7,385.00	\$14,770.00			\$14,770.00
4	\$14,770.00	\$7,385.00	\$7,385.00	\$14,770.00			\$14,770.00
5	\$14,770.00	\$7,385.00	\$7,385.00	\$14,770.00			\$14,770.00
6	\$14,770.00	\$7,385.00	\$7,385.00	\$14,770.00			\$14,770.00
7	\$14,770.00	\$7,385.00	\$7,385.00	\$14,770.00			\$14,770.00
8	\$14,770.00	\$7,385.00	\$7,385.00	\$14,770.00			\$14,770.00
1	\$14,770.00	\$7,385.00	\$7,385.00	\$14,770.00			\$14,770.00
TOTAL:							\$118,160.00

Billing Date: _____
 Total Amount Billed: _____
 For The Bungalows A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____

**Billing Schedule of Values (SOV) Standard Contract Work
PAINTING**

Project: The Bungalows at Sky Vista
 Address: 9755 Silver Sky Pkwy. Reno, NV 89506

Subcontractor: Infinity Painting
 Address: 625 Spice Island Site G Sparks, NV 89431
 Phone: 775-851-6041

Phase 2	Building	50% Exterior		50% Interior		Sub Apprv	SWD Apprv	Sub Apprv	SWD Apprv	Total
		Contract Amount	Amount Billed	Contract Amount	Amount Billed					
	27	\$10,750.00	\$5,375.00	\$5,375.00	\$5,375.00					\$10,750.00
	28	\$10,750.00	\$5,375.00	\$5,375.00	\$5,375.00					\$10,750.00
	29	\$10,750.00	\$5,375.00	\$5,375.00	\$5,375.00					\$10,750.00
	30	\$15,900.00	\$7,950.00	\$7,950.00	\$7,950.00					\$15,900.00
	31	\$15,900.00	\$7,950.00	\$7,950.00	\$7,950.00					\$15,900.00
	32	\$15,900.00	\$7,950.00	\$7,950.00	\$7,950.00					\$15,900.00
	33	\$15,900.00	\$7,950.00	\$7,950.00	\$7,950.00					\$15,900.00
	34	\$15,900.00	\$7,950.00	\$7,950.00	\$7,950.00					\$15,900.00
	35	\$15,900.00	\$7,950.00	\$7,950.00	\$7,950.00					\$15,900.00
	36	\$15,900.00	\$7,950.00	\$7,950.00	\$7,950.00					\$15,900.00
	37	\$15,900.00	\$7,950.00	\$7,950.00	\$7,950.00					\$15,900.00
	38	\$15,900.00	\$7,950.00	\$7,950.00	\$7,950.00					\$15,900.00
	39	\$15,900.00	\$7,950.00	\$7,950.00	\$7,950.00					\$15,900.00
TOTAL:										\$191,250.00

Billing Date: _____
 Total Amount Billed: _____

For The Bungalows A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____

**Billing Schedule of Values (SOV) Standard Contract Work
PAINTING**

Project: The Bungalows at Sky Vista Subcontractor: Infinity Painting
 Address: 9755 Silver Sky Pkwy. Reno, NV 89506 Address: 625 Spice Island Ste G Sparks, NV 89431
 Phone: _____ Phone: 775-851-6041

Phase 2 Building	Contract Amount	50% Exterior		50% Interior		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	Amount Billed	Sub Apprv			
40	\$15,900.00	\$7,950.00		\$7,950.00				\$15,900.00
41	\$15,900.00	\$7,950.00		\$7,950.00				\$15,900.00
42	\$10,750.00	\$5,375.00		\$5,375.00				\$10,750.00
43	\$15,900.00	\$7,950.00		\$7,950.00				\$15,900.00
44	\$15,900.00	\$7,950.00		\$7,950.00				\$15,900.00
45	\$15,900.00	\$7,950.00		\$7,950.00				\$15,900.00
46	\$10,750.00	\$5,375.00		\$5,375.00				\$10,750.00
TOTAL:								\$101,000.00

Billing Date: _____
 Total Amount Billed: _____
 For The Bungalows A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____

Billing Schedule of Values (SOV) Standard Contract Work

Project: The Bungalows @ Sky Vista Trade: Plumbing Subcontractor: Zephyr Plumbing **February 4, 2014**

Subcontractor's Authorized Signature: _____

PHASE I	Bidg	Contract Amount	25% Rough		50% Top Out		25% Finish		TOTAL
			Amount	Apprv	Amount	Apprv	Amount	Apprv	
1		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
2		\$32,214.12	\$ 8,053.53		\$ 16,107.06		\$ 8,053.53		\$32,214.12
3		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
4		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
5		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
6		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
7		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
8		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
9		\$32,214.12	\$ 8,053.53		\$ 16,107.06		\$ 8,053.53		\$32,214.12
10		\$32,214.12	\$ 8,053.53		\$ 16,107.06		\$ 8,053.53		\$32,214.12
11		\$45,873.00	\$ 11,468.25		\$ 22,936.50		\$ 11,468.25		\$45,873.00
12		\$32,376.00	\$ 8,094.00		\$ 16,188.00		\$ 8,094.00		\$32,376.00
13		\$32,376.00	\$ 8,094.00		\$ 16,188.00		\$ 8,094.00		\$32,376.00
14		\$45,873.00	\$ 11,468.25		\$ 22,936.50		\$ 11,468.25		\$45,873.00
15		\$32,214.12	\$ 8,053.53		\$ 16,107.06		\$ 8,053.53		\$32,214.12
16		\$32,214.12	\$ 8,053.53		\$ 16,107.06		\$ 8,053.53		\$32,214.12
17		\$55,287.51	\$ 13,821.88		\$ 27,643.76		\$ 13,821.88		\$55,287.51
18		\$32,214.12	\$ 8,053.53		\$ 16,107.06		\$ 8,053.53		\$32,214.12
19		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
20		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
21		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
22		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
23		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
24		\$32,214.12	\$ 8,053.53		\$ 16,107.06		\$ 8,053.53		\$32,214.12
25		\$32,214.12	\$ 8,053.53		\$ 16,107.06		\$ 8,053.53		\$32,214.12
26		\$45,689.51	\$ 11,422.38		\$ 22,844.76		\$ 11,422.38		\$45,689.51
Water Services		\$3,863.90							\$3,863.90
Club House		\$16,181.00	\$ 4,045.25		\$ 8,090.50		\$ 4,045.25		\$16,181.00
Maint. Bidg		\$3,090.00	\$ 772.50		\$ 1,545.00		\$ 772.50		\$3,090.00
TOTAL CONTRACT:									\$ 1,086,597.00

Billing Date: _____
 Total Amount Billed: _____
 For The Bungalows A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 C/M Approval: _____
 A/P Approval: _____

Do not write in shaded area.

Billing Schedule of Values (SOV) Standard Contract Work									
Project: <u>The Bungalows @ Sky Vista</u>			Trade: <u>Solid Surface Countertops</u>			Subcontractor: <u>US Granite</u>			
Subcontractor's Authorized Signature: _____									
Billing Date: _____									
Total Amount Billed: _____									
For The Bungalows AP Use only:									
Amount Approved: _____									
Amount Not Approved: _____									
Net Amount: _____									
CM Approval: _____									
A/P Approval: _____									
PHASE 1	Bldg	Contract Amount	Amount Billed	Apprv	Comp	Apprv	Comp	Apprv	TOTAL
	1	\$16,532.00							\$16,532.00
	2	\$12,077.00							\$12,077.00
	3	\$16,532.00							\$16,532.00
	4	\$16,532.00							\$16,532.00
	5	\$16,532.00							\$16,532.00
	6	\$16,532.00							\$16,532.00
	7	\$16,532.00							\$16,532.00
	8	\$16,532.00							\$16,532.00
	9	\$12,077.00							\$12,077.00
	10	\$12,077.00							\$12,077.00
	11	\$16,532.00							\$16,532.00
	12	\$12,077.00							\$12,077.00
	13	\$12,077.00							\$12,077.00
	14	\$16,532.00							\$16,532.00
	15	\$12,077.00							\$12,077.00
	16	\$12,077.00							\$12,077.00
	17	\$17,492.00							\$17,492.00
	18	\$12,077.00							\$12,077.00
	19	\$16,532.00							\$16,532.00
	20	\$16,532.00							\$16,532.00
	21	\$16,532.00							\$16,532.00
	22	\$16,532.00							\$16,532.00
	23	\$16,532.00							\$16,532.00
	24	\$12,077.00							\$12,077.00
	25	\$12,077.00							\$12,077.00
	26	\$16,532.00							\$16,532.00
	Club House	\$0.00							\$0.00
TOTAL CONTRACT:									\$ 386,242.00

Do not write in shaded area.

Billing Schedule of Values (SOV) Standard Contract Work #1

LANDSCAPING

Project: The Bungalows at Sky Vista

Subcontractor: SummerScape, LLC

Address: 9755 Silver Sky Pkwy. Reno, NV 89506

Address: PO Box 61383 Reno, NV 89506

Phone: 775-677-7791

Phase 2

Buiding	Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Total
27	\$16,250.00				\$16,250.00
28	\$16,250.00				\$16,250.00
29	\$16,250.00				\$16,250.00
30	\$16,250.00				\$16,250.00
31	\$16,250.00				\$16,250.00
32	\$16,250.00				\$16,250.00
33	\$16,250.00				\$16,250.00
34	\$16,250.00				\$16,250.00
35	\$16,250.00				\$16,250.00
36	\$16,250.00				\$16,250.00
37	\$16,250.00				\$16,250.00
38	\$16,250.00				\$16,250.00
TOTAL:					\$195,000.00

Billing Date: _____

Total Amount Billed: _____

For The Bungalows A/P Use only:

Amount Approved: _____

Amount Not Approved: _____

Net Amount: _____

CM Approval: _____

A/P Approval: _____

Billing Schedule of Values (SOV) Standard Contract Work #2

LANDSCAPING

Project: The Bungalows at Sky Vista

Subcontractor: SummerScape, LLC

Address: 9755 Silver Sky Pkwy. Reno, NV 89506

Address: PO Box 61383 Reno, NV 89506

Phone: 775-677-7791

Phase 2

Buiding	Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Total
39	\$16,250.00				\$16,250.00
40	\$16,250.00				\$16,250.00
41	\$16,250.00				\$16,250.00
42	\$16,250.00				\$16,250.00
43	\$16,250.00				\$16,250.00
44	\$16,250.00				\$16,250.00
45	\$16,250.00				\$16,250.00
46	\$16,250.00				\$16,250.00
TOTAL:					\$130,000.00

Billing Date: _____

Total Amount Billed: _____

For The Bungalows A/P Use only:

Amount Approved: _____

Amount Not Approved: _____

Net Amount: _____

CM Approval: _____

A/P Approval: _____

**Billing Schedule of Values (SOV) Standard Contract Work
CABINETS**

Subcontractor: Reno Tahoe Cabinets
 Address: 3595 Airway Dr. #405 Reno, NV 89521
 Phone: 775-853-1224

Project: The Bungalows at Sky Vista
 Address: 9755 Silver Sky Pkwy. Reno, NV 89506

Phase 2 Building	Contract Amount	50% Supply		50% Install		Sub Apprv	SWD Apprv	Sub Apprv	SWD Apprv	Total
		Amount Billed		Amount Billed						
27	\$13,890.00	\$6,945.00		\$6,945.00						\$13,890.00
28	\$13,890.00	\$6,945.00		\$6,945.00						\$13,890.00
29	\$13,890.00	\$6,945.00		\$6,945.00						\$13,890.00
30	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
31	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
32	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
33	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
34	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
35	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
36	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
37	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
38	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
39	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
40	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
41	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
42	\$13,890.00	\$6,945.00		\$6,945.00						\$13,890.00
43	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
44	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
45	\$20,273.00	\$10,136.50		\$10,136.50						\$20,273.00
46	\$13,890.00	\$6,945.00		\$6,945.00						\$13,890.00
TOTAL:										\$373,545.00

Billing Date: _____
 Total Amount Billed: _____

For The Bungalows A/P Use only:

Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 C/M Approval: _____
 A/P Approval: _____

Billing Schedule of Values (SOV) Standard Contract Work

Project: The Bungalows at Sky Vista
 Address: 9755 Silver Sky Pkwy Reno, NV 89506
 Trade: Solid Surface Countertops

Subcontractor: US Granite
 Address: 5350 Capital Ct. Suite 102 Reno, NV
 Phone: 775-857-4700

Phase 2

Buiding	Contract Amount	Amount Billed	Sub Comp	SWD Apprv	Total
27	\$12,077.00				\$12,077.00
28	\$12,077.00				\$12,077.00
29	\$12,077.00				\$12,077.00
30	\$16,532.00				\$16,532.00
31	\$16,532.00				\$16,532.00
32	\$16,532.00				\$16,532.00
33	\$16,532.00				\$16,532.00
34	\$16,532.00				\$16,532.00
35	\$16,532.00				\$16,532.00
36	\$16,532.00				\$16,532.00
37	\$16,532.00				\$16,532.00
38	\$16,532.00				\$16,532.00
39	\$16,532.00				\$16,532.00
40	\$16,532.00				\$16,532.00
41	\$16,532.00				\$16,532.00
42	\$12,077.00				\$12,077.00
43	\$16,532.00				\$16,532.00
44	\$16,532.00				\$16,532.00
45	\$16,532.00				\$16,532.00
46	\$12,077.00				\$12,077.00
TOTAL:					\$308,365.00

Billing Date: _____
 Total Amount Billed: _____

For The Bungalows A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____

Billing Schedule of Values (SOV) Standard Contract Work

FIRE ALARMS

Project: The Bungalows at Sky Vista
 Address: 9755 Silver Sky Pkwy. Reno, NV 89506

Subcontractor: Systems of Nevada, Inc.
 Address: 1220 E. Greg St. #4 Sparks, NV 89431
 Phone: 775-356-1555

Phase 2

Building	Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Total
27	\$2,248.70				\$2,248.70
28	\$2,248.70				\$2,248.70
29	\$2,248.70				\$2,248.70
30	\$2,248.70				\$2,248.70
31	\$2,248.70				\$2,248.70
32	\$2,248.70				\$2,248.70
33	\$2,248.70				\$2,248.70
34	\$2,248.70				\$2,248.70
35	\$2,248.70				\$2,248.70
36	\$2,248.70				\$2,248.70
37	\$2,248.70				\$2,248.70
38	\$2,248.70				\$2,248.70
39	\$2,248.70				\$2,248.70
40	\$2,248.70				\$2,248.70
41	\$2,248.70				\$2,248.70
42	\$2,248.70				\$2,248.70
43	\$2,248.70				\$2,248.70
44	\$2,248.70				\$2,248.70
45	\$2,248.70				\$2,248.70
46	\$2,248.70				\$2,248.70
TOTAL:					\$44,974.00

Billing Date: _____

Total Amount Billed: _____

For The Bungalows A/P Use only:

Amount Approved: _____

Amount Not Approved: _____

Net Amount: _____

CM Approval: _____

A/P Approval: _____

Billing Schedule of Values (SOV) Standard Contract Work

March 6, 2014
Buttacavoli Development

Subcontractor:

Trade: Windows Supply & Install

Project: The Bungalows @ Sky Vista

Subcontractor's Authorized Signature:

PHASE I		Contract Amount	Amount Billed	Comp	Apprv	TOTAL
1		\$9,306.16				\$9,306.16
2		\$6,722.28				\$6,722.28
3		\$9,306.16				\$9,306.16
4		\$9,306.16				\$9,306.16
5		\$9,306.16				\$9,306.16
6		\$9,306.16				\$9,306.16
7		\$9,306.16				\$9,306.16
8		\$9,306.16				\$9,306.16
9		\$6,722.28				\$6,722.28
10		\$6,722.28				\$6,722.28
11		\$9,306.16				\$9,306.16
12		\$6,722.28				\$6,722.28
13		\$6,722.28				\$6,722.28
14		\$9,306.16				\$9,306.16
15		\$6,722.28				\$6,722.28
16		\$6,722.28				\$6,722.28
17		\$9,266.97				\$9,266.97
18		\$6,722.28				\$6,722.28
19		\$9,306.16				\$9,306.16
20		\$9,306.16				\$9,306.16
21		\$9,306.16				\$9,306.16
22		\$9,306.16				\$9,306.16
23		\$9,306.16				\$9,306.16
24		\$6,722.28				\$6,722.28
25		\$6,722.28				\$6,722.28
26		\$9,306.16				\$9,306.16
Club House Maint Bldr		\$10,685.83				\$10,685.83
		\$0.00				\$0.00
TOTAL CONTRACT:						\$ 226,768.00

Billing Date: _____
 Total Amount Billed: _____
 For The Bungalows A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____

**Billing Schedule of Values (SOV) Standard Contract Work
PLUMBING**

Project: The Bungalows at Sky Vista
Address: 9755 Silver Sky Pkwy, Reno, NV 89506

Subcontractor: Zephyr Plumbing
Address: 1080 Linda Way Suite #3 Sparks, NV 89431
Phone: 775-331-1277

Ph. 2 Bldg	Contract Amount	Rough		Top Out		Water Heaters		Finish		Water Services		Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	
27	\$32,884.00	\$8,072.39		\$16,442.00		\$3,600.00		\$4,621.00		\$148.61		\$32,884.00
28	\$32,884.00	\$8,072.39		\$16,442.00		\$3,600.00		\$4,621.00		\$148.61		\$32,884.00
29	\$32,884.00	\$8,072.39		\$16,442.00		\$3,600.00		\$4,621.00		\$148.61		\$32,884.00
30	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
31	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
32	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
33	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
34	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
35	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
36	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
37	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
38	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
39	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
40	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
41	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
42	\$32,884.00	\$8,072.39		\$16,442.00		\$3,600.00		\$4,621.00		\$148.61		\$32,884.00
43	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
44	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
45	\$46,508.00	\$11,478.39		\$23,254.00		\$5,200.00		\$6,427.00		\$148.61		\$46,508.00
46	\$32,884.00	\$8,072.39		\$16,442.00		\$3,600.00		\$4,621.00		\$148.61		\$32,884.00
TOTAL:											\$862,040.00	

Billing Date: _____
Total Amount Billed: _____
For The Bungalows A/P Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____

**Billing Schedule of Values (SOV) Standard Contract Work with CO #1
CABINETS**

Project: Edgewater at Virginia Lake Condos
Address: 2490 Eastshore Dr., Reno, NV 89509

Subcontractor: Reno Tahoe Cabinets
Address: 3595 Airway Dr. #405 Reno, NV 89521
Phone: 775-853-1224

Building	Contract Amount	50% Supply		50% Install		Sub Apprv	SWD Apprv	Total
		Amount Billed		Amount Billed				
1	\$30,647.00	\$15,323.50		\$15,323.50				\$30,647.00
2	\$30,647.00	\$15,323.50		\$15,323.50				\$30,647.00
3	\$30,647.00	\$15,323.50		\$15,323.50				\$30,647.00
4	\$30,647.00	\$15,323.50		\$15,323.50				\$30,647.00
5	\$30,647.00	\$15,323.50		\$15,323.50				\$30,647.00
6	\$30,647.00	\$15,323.50		\$15,323.50				\$30,647.00
TOTAL:								\$183,882.00

Billing Date: _____
Total Amount Billed: _____
For Edgewater A/P Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work
DECK COATING**

Project: Edgewater at Virginia Lake Condos
Address: 2490 Eastshore Dr. Reno, NV 89509

Subcontractor: Diamond Coatings
Address: 83 Glen Carran Cr. Sparks, NV 89431
Phone: 775-358-7910

Building	Contract Amount	50% Materials		50% Finish		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed			
1	\$5,545.00	\$2,772.50		\$2,772.50				\$5,545.00
2	\$5,545.00	\$2,772.50		\$2,772.50				\$5,545.00
3	\$5,545.00	\$2,772.50		\$2,772.50				\$5,545.00
4	\$5,545.00	\$2,772.50		\$2,772.50				\$5,545.00
5	\$5,545.00	\$2,772.50		\$2,772.50				\$5,545.00
6	\$5,545.00	\$2,772.50		\$2,772.50				\$5,545.00
TOTAL:								\$33,270.00

Billing Date: _____
Total Amount Billed: _____
For Edgewater A/P Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work #1
FRAMING**

Project: Edgewater at Virginia Lake Condos
Address: 2490 Eastshore Dr. Reno, NV 89509

Subcontractor: RDR Production Builders, Inc.
Address: 1806 W. Kettennan Ln. #F Lotli, CA 95242
Phone: 209-368-7561
A Nevada entity in the process of being acquired by RDR Builders, LP

Billing	Labor		Materials		Trusses		Sub Apprv	SWD Apprv	Total
	Contract Amount	Amount Billed	Contract Amount	Amount Billed	Sub Apprv	SWD Apprv			
1	\$108,992.38	\$108,992.38	\$162,015.70	\$23,565.92	\$23,565.92			\$294,574.00	
2	\$108,992.38	\$108,992.38	\$162,015.70	\$23,565.92	\$23,565.92			\$294,574.00	
3	\$108,992.38	\$108,992.38	\$162,015.70	\$23,565.92	\$23,565.92			\$294,574.00	
4	\$108,992.38	\$108,992.38	\$162,015.70	\$23,565.92	\$23,565.92			\$294,574.00	
TOTAL: \$1,178,296.00									

Billing Date: _____
Total Amount Billed: _____
For Edgewater-A/P Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work #2
FRAMING**

Project: Edgewater at Virginia Lake Condos
Address: 2490 Eastshore Dr., Reno, NV 89509

Subcontractor: RDR Production Builders, Inc.
Address: 1806 W. Kettlemann Ln. #F Lodi, CA 95242
Phone: 209-368-7561

A Nevada entity in the process of being acquired by RDR Builders, LP

Billing	Labor		Materials		Trusses		Sub SWD Apprv	Sub SWD Apprv	Total
	Contract Amount	Amount Billed	Contract Amount	Amount Billed	Amount Billed	Amount Billed			
5	\$108,997.38	\$108,997.38	\$162,015.70	\$162,015.70	\$23,565.92	\$23,565.92			\$294,574.00
6	\$108,997.38	\$108,997.38	\$162,015.70	\$162,015.70	\$23,565.92	\$23,565.92			\$294,574.00
TOTAL:									\$589,148.00

For Edgewater A/P Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

Billing Schedule of Values (SOV) Standard Contract Work # I with CO #1, #3 PAINTING

Project: Edgewater At Virginia Lake Condos
 Address: 2490 Eastshore Dr. Reno, NY 89509

Subcontractor: Infinity Painting
 Address: 625 Spice Island Dr. #G Sparks NV 89431
 Phone: 775-851-6041

Building	50% Exterior		50% Interior		CO #1		CO #3		Total
	Contract Amount	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	
1	\$34,775.00	\$17,387.50		\$17,387.50			\$0.00		\$36,275.00
2	\$34,775.00	\$17,387.50		\$17,387.50			\$0.00		\$36,275.00
3	\$34,775.00	\$17,387.50		\$17,387.50			\$0.00		\$36,275.00
4	\$34,775.00	\$17,387.50		\$17,387.50			\$1,700.00		\$37,975.00
5	\$34,775.00	\$17,387.50		\$17,387.50			\$1,700.00		\$37,975.00
TOTAL:									\$184,775.00

Billing Date: _____

Total Amount Billed: _____

For Edgewater A/P Use only:

Amount Approved: _____

Amount Not Approved: _____

Net Amount: _____

CM Approval: _____

A/P Approval: _____

Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work #2 with CO #2, #4
PAINTING**

Project: Edgewater At Virginia Lake Condos
Address: 2490 Eastshore Dr. Reno, NY 89509

Subcontractor: Infinity Painting
Address: 625 Spice Island Dr. #G Sparks NY 89431
Phone: 775-851-6041

Billing	50% Exterior		50% Interior		CO #2		CO #4		Total	
	Contract Amount	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv		
6	\$34,775.00			\$17,387.50			\$1,500.00		\$1,700.00	\$37,975.00
									TOTAL:	\$37,975.00

Billing Date: _____
Total Amount Billed: _____

For Edgewater/A/P Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work with CO #1
PLUMBING**

Project: Edgewater at Virginia Lake Condos
 Address: 2490 Eastshore Drive Reno, NY 89509

Subcontractor: Zephyr Plumbing
 Address: 1080 Linda Way Ste #3 Sparks, NV 89431
 Phone: 775-331-1277

Billing	Contract Amount	17% Rough		45% Top Out		38% Finish		Change Order #1		Sub Apprv	SWD Apprv	Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv					
1	\$71,067.00	\$12,081.39		\$31,980.15		\$27,005.46		\$2,231.00						\$73,298.00
2	\$71,067.00	\$12,081.39		\$31,980.15		\$27,005.46		\$3,350.00						\$74,417.00
3	\$71,067.00	\$12,081.39		\$31,980.15		\$27,005.46		\$4,462.00						\$75,529.00
4	\$71,067.00	\$12,081.39		\$31,980.15		\$27,005.46		\$2,231.00						\$73,298.00
5	\$71,067.00	\$12,081.39		\$31,980.15		\$27,005.46		\$2,231.00						\$73,298.00
6	\$71,067.00	\$12,081.39		\$31,980.15		\$27,005.46		\$2,231.00						\$73,298.00
TOTAL:													\$443,138.00	

Billing Date: _____
 Total Amount Billed: _____
 For Edgewater A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____
 Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work with CO #2
DOORS, TRIM, HARDWARE**

Project: Edgewater at Virginia Lake Condos
Address: 2490 Eastshore Dr. Reno, NV 89509

Subcontractor: ABC Builders
Address: PO Box 2066 Sparks, NV 89431
Phone: 775-742-6666

Building	Original Contract	20% Exterior Doors		60% Interior Trim		20% Finish Hardware		Change Order #1		Change Order #2		Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	
1	\$23,510.00	\$4,702.00			\$14,106.00			\$800.00			\$1,180.00	\$25,490.00
2	\$23,510.00	\$4,702.00			\$14,106.00			\$800.00			\$1,180.00	\$25,490.00
3	\$23,510.00	\$4,702.00			\$14,106.00			\$800.00			\$550.00	\$24,860.00
4	\$23,510.00	\$4,702.00			\$14,106.00			\$800.00			\$1,180.00	\$25,490.00
5	\$23,510.00	\$4,702.00			\$14,106.00			\$800.00			\$1,180.00	\$25,490.00
6	\$23,510.00	\$4,702.00			\$14,106.00			\$800.00			\$1,180.00	\$25,490.00
											TOTAL:	\$152,310.00

Billing Date: _____
Total Amount Billed: _____
For Edgewater A/P Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work with CO #1
CABINETS**

Project: Edgewater at Virginia Lake Apartments
 Address: 2490 Eastshore Dr, Reno, NV 89509

Subcontractor: Reno Tahoe Cabinets
 Address: 4792 Longley Ln. Reno, NV 89502
 Phone: 775-853-1224

Building	Contract Amount	50% Supply		50% Install		Sub Apprv	SWD Apprv	Sub Apprv	SWD Apprv	Total
		Amount Billed		Amount Billed						
A	\$61,652.00	\$30,826.00		\$30,826.00						\$61,652.00
B	\$48,930.00	\$24,465.00		\$24,465.00						\$48,930.00
C	\$48,930.00	\$24,465.00		\$24,465.00						\$48,930.00
D	\$61,652.00	\$30,826.00		\$30,826.00						\$61,652.00
E	\$48,930.00	\$24,465.00		\$24,465.00						\$48,930.00
F	\$48,930.00	\$24,465.00		\$24,465.00						\$48,930.00
G	\$48,930.00	\$24,465.00		\$24,465.00						\$48,930.00
H	\$48,930.00	\$24,465.00		\$24,465.00						\$48,930.00
I	\$48,930.00	\$24,465.00		\$24,465.00						\$48,930.00
J	\$61,652.00	\$30,826.00		\$30,826.00						\$61,652.00
K	\$61,652.00	\$30,826.00		\$30,826.00						\$61,652.00
Clubhouse	\$3,038.00	\$1,519.00		\$1,519.00						\$3,038.00
									TOTAL:	\$92,156.00

Billing Date: _____
 Total Amount Billed: _____
 For Edgewater A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____
 Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work with CO #4
DOORS, TRIM, HARDWARE**

Project: Edgewater at Virginia Lake Apartments
Address: 2490 Eastshore Dr. Reno, NV 89509

Subcontractor: ABC Builders
Address: PO Box 2066 Sparks, NV 89431
Phone: 775-742-6666

Building	Original Contract Amount	20% Exterior Doors			60% Interior Trim			20% Finish Hardware			Window Covering Install CO #3			Sub SWD Apprv	Sub SWD Apprv	Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	Sub Apprv	SWD Apprv			
A	\$59,790.00	\$11,958.00			\$35,874.00			\$11,958.00			\$2,280.00					\$62,070.00
B	\$41,935.00	\$8,387.00			\$25,161.00			\$8,387.00			\$2,160.00					\$44,095.00
C	\$41,935.00	\$8,387.00			\$25,161.00			\$8,387.00			\$2,160.00					\$44,095.00
D	\$59,790.00	\$11,958.00			\$35,874.00			\$11,958.00			\$2,280.00					\$62,070.00
E	\$41,935.00	\$8,387.00			\$25,161.00			\$8,387.00			\$2,160.00					\$44,095.00
F	\$41,935.00	\$8,387.00			\$25,161.00			\$8,387.00			\$2,160.00					\$44,095.00
G	\$41,935.00	\$8,387.00			\$25,161.00			\$8,387.00			\$2,160.00					\$44,095.00
II	\$41,935.00	\$8,387.00			\$25,161.00			\$8,387.00			\$2,160.00					\$44,095.00
I	\$41,935.00	\$8,387.00			\$25,161.00			\$8,387.00			\$2,160.00					\$44,095.00
J	\$59,790.00	\$11,958.00			\$35,874.00			\$11,958.00			\$2,280.00					\$62,070.00
K	\$59,790.00	\$11,958.00			\$35,874.00			\$11,958.00			\$2,280.00					\$62,070.00
Clubhouse	\$6,355.00	\$1,271.00			\$3,813.00			\$1,271.00			\$0.00					\$6,355.00
Attic Access Doors CO #4		\$6,005.00														\$6,005.00
Fire Rated Doors CO #4		\$14,500.00														\$14,500.00
TOTAL:															\$583,805.00	

Billing Date: _____
Total Amount Billed: _____
for Edgewater A/P Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work
DECK COATING**

Project: Edgewater at Virginia Lake Apartments
Address: 2490 Eastshore Dr. Reno, NV 89509

Subcontractor: Diamond Coatings
Address: 83 Glen Carran Cr. Sparks, NV 89431
Phone: 775-358-7910

Building	Contract Amount	50% Materials		50% Finish		Sub Apprv	SWD Apprv	Sub Apprv	SWD Apprv	Total
		Amount Billed		Amount Billed						
A	\$21,660.00	\$10,830.00		\$10,830.00						\$21,660.00
B	\$17,134.00	\$8,567.00		\$8,567.00						\$17,134.00
C	\$17,134.00	\$8,567.00		\$8,567.00						\$17,134.00
D	\$21,660.00	\$10,830.00		\$10,830.00						\$21,660.00
E	\$17,134.00	\$8,567.00		\$8,567.00						\$17,134.00
F	\$17,134.00	\$8,567.00		\$8,567.00						\$17,134.00
G	\$17,134.00	\$8,567.00		\$8,567.00						\$17,134.00
H	\$17,134.00	\$8,567.00		\$8,567.00						\$17,134.00
I	\$17,134.00	\$8,567.00		\$8,567.00						\$17,134.00
J	\$21,660.00	\$10,830.00		\$10,830.00						\$21,660.00
K	\$21,660.00	\$10,830.00		\$10,830.00						\$21,660.00
Clubhouse	\$0.00	\$0.00		\$0.00						\$0.00
TOTAL:										\$206,578.00

Billing Date: _____
Total Amount Billed: _____

For Edgewater A/P Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work
FIRE ALARMS/LOW VOLTAGE**

Project: Edgewater at Virginia Lake Apartments
Address: 2490 Eastshore Dr. Reno, NV 89509

Subcontractor: Systems of Nevada, Inc.
Address: 1220 E Greg St. #4 Sparks, NV 89431
Phone: 775-355-0831

Building	Contract Amount	50% Rough-In		50% Finish		Sub Apprv	SWD Apprv	Total
		Amount Billed		Amount Billed				
A	\$6,417.89	\$3,208.95		\$3,208.95				\$6,417.89
B	\$6,417.89	\$3,208.95		\$3,208.95				\$6,417.89
C	\$6,417.89	\$3,208.95		\$3,208.95				\$6,417.89
D	\$6,417.89	\$3,208.95		\$3,208.95				\$6,417.89
E	\$6,417.89	\$3,208.95		\$3,208.95				\$6,417.89
F	\$6,417.89	\$3,208.95		\$3,208.95				\$6,417.89
G	\$6,417.89	\$3,208.95		\$3,208.95				\$6,417.89
H	\$6,417.89	\$3,208.95		\$3,208.95				\$6,417.89
I	\$6,417.89	\$3,208.95		\$3,208.95				\$6,417.89
J	\$6,417.89	\$3,208.95		\$3,208.95				\$6,417.89
K	\$6,417.89	\$3,208.95		\$3,208.95				\$6,417.89
Clubhouse	\$24,840.66	\$12,420.33		\$12,420.33				\$24,840.66
TOTAL:								\$95,437.45

Billing Date: _____
Total Amount Billed: _____
For Edgewater A/P Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

Billing Schedule of Values (SOV) Standard Contract Work #2
FRAMING

Project: Edgewater at Virginia Lake Apartments
Address: 2490 Eastshore Dr. Reno, NY 89509

Subcontractor: RDR Production Builders, Inc#
Address: 1806 W. Kettleman Ln. #F Lodi, CA 95242
Phone: 209-368-7561

*A Nevada entity in the process of being acquired by RDR Builders, LP

Building	Total Contract		Labor		Materials		Trusses		Total
	Contract Amount	Amount Billed	Contract Amount	Amount Billed	Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	
D	\$425,637.00	\$157,485.69	\$234,100.35			\$34,050.96			\$425,637.00
E	\$351,165.00	\$129,931.05	\$193,140.75			\$28,093.20			\$351,165.00
F	\$351,165.00	\$129,931.05	\$193,140.75			\$28,093.20			\$351,165.00
									TOTAL: \$1,127,967.00

Billing Date: _____
Total Amount Billed: _____

For Edgewater A/P Use only:

Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work #3
FRAMING**

Project: Edgewater at Virginia Lake Apartments Subcontractor: RDR Production Builders, Inc.#
 Address: 2490 Eastshore Dr. Reno, NV 89509 Address: 1806 W. Kettleman Ln. #F Lodi, CA 95242
 Phone: 209-368-7561 Phone: 209-368-7561
*A Nevada entity in the process of being acquired by RDR Builders, LP

Building	Total Contract	Labor		Materials		Trusses		Sub Apply	SWD Apply	Sub Apply	SWD Apply	Total
		Contract Amount	Amount Billed	Contract Amount	Amount Billed	Amount Billed	Amount Billed					
G	\$351,165.00	\$129,931.05		\$193,140.75		\$28,093.20						\$351,165.00
II	\$351,165.00	\$129,931.05		\$193,140.75		\$28,093.20						\$351,165.00
I	\$351,165.00	\$129,931.05		\$193,140.75		\$28,093.20						\$351,165.00
											TOTAL:	\$1,053,495.00

Billing Date: _____
 Total Amount Billed: _____
 For Edgewater A/P Use only:
 Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____
 Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work #4
FRAMING**

Project: Edgewater at Virginia Lake Apartments
Address: 2490 Eastshore Dr. Reno, NV 89509

Subcontractor: RDR Production Builders, Inc#
Address: 1806 W. Kettleman Ln. #F Lodi, CA 95242
Phone: 209-368-7561

*A Nevada entity in the process of being acquired by RDR Builders, LP

Building	Total Contract	Labor		Materials		Trusses		Sub Apprv	SWD Apprv	Sub Apprv	SWD Apprv	Total
		Contract Amount	Amount Billed	Contract Amount	Amount Billed	Amount Billed	Amount Billed					
J	\$425,637.00	\$157,485.69		\$234,100.35		\$34,050.96						\$425,637.00
K	\$425,637.00	\$157,485.69		\$234,100.35		\$34,050.96						\$425,637.00
											TOTAL:	\$851,274.00

Billing Date: _____
Total Amount Billed: _____
For Edgewater/APP Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work #1
PAINTING**

Project: Edgewater At Virginia Lake Apartments
Address: 2490 Eastshore Dr., Reno, NV 89509

Subcontractor: Infinity Painting
Address: 625 Spruce Island Dr. #G Sparks, NV 89431
Phone: 775-851-6041

Building	Contract Amount	50% Exterior		50% Interior		Sub Apprv	SWD Apprv	Total
		Amount Billed	Sub Apprv	Amount Billed	SWD Apprv			
A	\$57,472.50	\$28,736.25		\$28,736.25				\$57,472.50
B	\$46,802.50	\$23,401.25		\$23,401.25				\$46,802.50
C	\$46,802.50	\$23,401.25		\$23,401.25				\$46,802.50
Clubhouse	\$8,487.50	\$4,243.75		\$4,243.75				\$8,487.50
TOTAL:								\$159,565.00

Billing Date: _____
Total Amount Billed: _____
 For Edgewater A/P Use only:
Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work #2
PAINTING**

Project: Edgewater At Virginia Lake Apartments
Address: 2490 Eastshore Dr. Reno, NV 89509

Subcontractor: Infinity Painting
Address: 625 Spruce Island Dr. #G Sparks, NV 89431
Phone: 775-851-6041

Building	Contract Amount	50% Exterior		50% Interior		Sub Apprv	SWD Apprv	Total	
		Amount Billed	Sub Apprv	Amount Billed	Sub Apprv				
D	\$57,472.50	\$28,736.25		\$28,736.25				\$57,472.50	
E	\$46,802.50	\$23,401.25		\$23,401.25				\$46,802.50	
F	\$46,802.50	\$23,401.25		\$23,401.25				\$46,802.50	
G	\$46,802.50	\$23,401.25		\$23,401.25				\$46,802.50	
								TOTAL:	\$197,880.00

Billing Date: _____

Total Amount Billed: _____

For Edgewater A/P Use only:

Amount Approved: _____

Amount Not Approved: _____

Net Amount: _____

CM Approval: _____

A/P Approval: _____

Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work #3
PAINTING**

Project: Edgewater At Virginia Lake Apartments
Address: 2490 Eastshore Dr. Reno, NV 89509

Subcontractor: Infinity Painting
Address: 625 Spruce Island Dr. #G Sparks, NV 89431
Phone: 775-851-6041

Building	Contract Amount	50% Exterior		50% Interior		Sub Apprv	SWD Apprv	Total	
		Amount Billed	Sub Apprv	Amount Billed	SWD Apprv				
II	\$46,802.50	\$23,401.25		\$23,401.25				\$46,802.50	
I	\$46,802.50	\$23,401.25		\$23,401.25				\$46,802.50	
J	\$57,472.50	\$28,736.25		\$28,736.25				\$57,472.50	
								TOTAL:	\$151,077.50

Billing Date: _____
Total Amount Billed: _____

For Edgewater A/P Use only:

Amount Approved: _____
Amount Not Approved: _____
Net Amount: _____
CM Approval: _____
A/P Approval: _____
Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work #4
PAINTING**

Project: Edgewater At Virginia Lake Apartments
Address: 2490 Eastshore Dr. Reno, NV 89509

Subcontractor: Infinity Painting
Address: 625 Spruce Island Dr. #G Sparks, NV 89431
Phone: 775-851-6041

Building	Contract Amount	50% Exterior		50% Interior		Total
		Amount Billed	Sub Apprv	SWD Apprv	Amount Billed	
K	\$57,472.50	\$28,736.25		\$28,736.25		\$57,472.50
TOTAL:						\$57,472.50

Billing Date: _____
Total Amount Billed: _____

For Edgewater A/P Use only:

Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____
 Line Item #: _____

**Billing Schedule of Values (SOV) Standard Contract Work with CO #1
PLUMBING**

Project: Edgewater at Virginia Lake Apartments
Address: 2490 Eastshore Drive Reno, NV 89569

Subcontractor: Zephyr Plumbing
Address: 1080 Linda Way Ste #3 Sparks, NV 89431
Phone: 775-331-1277

Bidding	Contract Amount	Rough		Top Out		Finish		Change Order #1		Sub SWD Apply	Sub SWD Apply	Sub SWD Apply	Total
		Amount Billed	Sub Apply	Amount Billed	Sub Apply	Contract Amount	SWD Apply	Amount Billed	Sub Apply				
A	\$192,881.00	\$19,288.10		\$84,399.35		\$67,508.35		\$1,835.00					\$173,030.80
B	\$164,817.00	\$16,481.70		\$89,782.89		\$41,204.25		\$1,480.00					\$148,948.84
C	\$164,817.00	\$16,481.70		\$89,782.89		\$41,204.25		\$1,480.00					\$148,948.84
D	\$192,881.00	\$19,288.10		\$84,399.35		\$67,508.35		\$1,835.00					\$173,030.80
E	\$164,817.00	\$16,481.70		\$89,782.89		\$41,204.25		\$1,480.00					\$148,948.84
F	\$164,817.00	\$16,481.70		\$89,782.89		\$41,204.25		\$1,480.00					\$148,948.84
G	\$164,817.00	\$16,481.70		\$89,782.89		\$41,204.25		\$1,480.00					\$148,948.84
H	\$164,817.00	\$16,481.70		\$89,782.89		\$41,204.25		\$1,480.00					\$148,948.84
I	\$164,817.00	\$16,481.70		\$89,782.89		\$41,204.25		\$1,480.00					\$148,948.84
J	\$192,881.00	\$19,288.10		\$84,399.35		\$67,508.35		\$1,835.00					\$173,030.80
K	\$192,881.00	\$19,288.10		\$84,399.35		\$67,508.35		\$1,835.00					\$173,030.80
Clubhouse	\$18,536.00	\$3,707.20		\$0,380.16		\$4,448.64		\$0.00					\$18,536.00
Water Heaters				\$208,177.92									\$208,177.92
TOTAL:												\$1,961,479.00	

Billing Date: _____
Total Amount Billed: _____

For Edgewater A/P Use only:

Amount Approved: _____
 Amount Not Approved: _____
 Net Amount: _____
 CM Approval: _____
 A/P Approval: _____
 Line Item #: _____

Billing Schedule of Values (SOV) Standard Contract Work

SOLID SURFACE COUNTERTOPS

Project: Edgewater at Virginia Lake Apartments

Subcontractor: US Granite

Address: 2490 Eastshore Dr. Reno, NV 89509

Address: 5350 Capital Ct. #102 Reno, NV 89502

Phone: 775-857-4700

Buiding	Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Total
A	\$49,539.00				\$49,539.00
B	\$43,131.00				\$43,131.00
C	\$43,131.00				\$43,131.00
D	\$49,539.00				\$49,539.00
E	\$43,131.00				\$43,131.00
F	\$43,131.00				\$43,131.00
G	\$43,131.00				\$43,131.00
H	\$43,131.00				\$43,131.00
I	\$43,131.00				\$43,131.00
J	\$49,539.00				\$49,539.00
K	\$49,539.00				\$49,539.00
Clubhouse	\$2,136.00				\$2,136.00
TOTAL:					\$502,209.00

Billing Date: _____

Total Amount Billed: _____

For Edgewater A/P Use only:

Amount Approved: _____

Amount Not Approved: _____

Net Amount: _____

CM Approval: _____

A/P Approval: _____

Line Item #: _____

Billing Schedule of Values (SOV) Standard Contract Work

WINDOWS

Project: Edgewater at Virginia Lake Apartments

Subcontractor: Californina Window Concepts

Address: 2490 Eastshore Dr. Reno, NV 89509

Address: 1855 Olympic Blvd. #225 Walnut Creek CA 94596

Phone: 925-262-1908

Buiding	Contract Amount	Amount Billed	Sub Apprv	SWD Apprv	Total
A	\$49,324.00				\$49,324.00
B	\$43,032.00				\$43,032.00
C	\$43,032.00				\$43,032.00
D	\$49,324.00				\$49,324.00
E	\$43,032.00				\$43,032.00
F	\$43,032.00				\$43,032.00
G	\$43,032.00				\$43,032.00
H	\$43,032.00				\$43,032.00
I	\$43,032.00				\$43,032.00
J	\$49,324.00				\$49,324.00
K	\$49,324.00				\$49,324.00
Clubhouse	\$6,060.00				\$6,060.00
TOTAL:					\$504,580.00

Billing Date: _____

Total Amount Billed: _____

For Edgewater A/P Use only:

Amount Approved: _____

Amount Not Approved: _____

Net Amount: _____

CM Approval: _____

A/P Approval: _____

Line Item #: _____

BRIAN SANDOVAL
Governor

State Of Nevada



Reply To: Southern Nevada
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100
Fax (702) 486-1190
Investigations: (702) 486-1110

www.nscb.state.nv.us

Northern Nevada
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141
Fax (775) 688-1271
Investigations: (775) 688-1150

MEMBERS
Guy M. Wells, Chairman
Thomas "Jim" Alexander
Kevin E. Burke
Margaret Cavin
Donald L. Drake
Nathaniel W. Hodgson, III
Stephen P. Quinn

STATE CONTRACTORS BOARD

September 3, 2012

The Honorable Brian Sandoval
Governor of Nevada
State Capitol
Carson City, Nevada 89701

Dear Governor Sandoval:

On behalf of the Nevada State Contractors Board, I am pleased to enclose the 2011-2012 report required by the provisions of Nevada Revised Statutes (NRS) 624.355.

This summary report presents the findings of our review regarding common trends in complaints and potential difficulties in the regulation of contractors and the protection of the public. We have also included recommendations for possible legislation.

On behalf of the Board, thank you for the opportunity to serve the citizens of Nevada. We take pride in our accomplishments and will continue to strive for improvement in the years ahead.

If you have any questions concerning the report or any other matter, I can be reached at the following telephone numbers: Henderson: (702) 486-1111 and Reno: (775) 688-1141, Extension 7862.

Sincerely,

Margi A. Grein

Margi Grein
Executive Officer

C: Rick Combs, Director
Legislative Counsel Bureau

SWD000137

JIM GIBBONS
Governor

State Of Nevada

Reply To: Southern Nevada
2310 Corporate Circle, Suite 200
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Fax (702) 486-1190
Investigations: (702) 486-1110

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Fax (775) 688-1271
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MEMBERS
Guy M. Wells, Chairman
Thomas "Jim" Alexander
Kevin E. Burke
Margaret Cavin
Donald L. Drake
Nathaniel W. Hodgson, III
Stephen P. Quinn

STATE CONTRACTORS BOARD

NEVADA STATE CONTRACTORS BOARD REPORT IN COMPLIANCE WITH NRS 624.355

The State Contractors Board has the responsibility of enforcing Chapter 624 of Nevada Revised Statutes. The Statutory Mission Statement declares that the provisions of Chapter 624 relating to the discipline of licensees are intended to promote public confidence and trust in the competence and integrity of licensees and to protect the health, safety and welfare of the public. The Board is committed to fulfilling its statutory responsibility and adopted a mission statement to promote quality construction by Nevada licensed contractors through a regulatory licensing system designed to protect the health, welfare and safety of the public.

ENFORCEMENT PROGRAM OVERVIEW

The Investigations Division functions as the enforcement arm for the Contractors Board. In compliance with Nevada Revised Statutes, (NRS) 624.335, the Board initiates an investigation of all complaints filed with the Board involving possible violations of NRS 624. In addition, the Board has implemented several programs to inform the public of its rights as well as monitoring the activities of contractors to ensure compliance with the law. One program focuses on consumer awareness and public education of the pitfalls of hiring an unlicensed contractor. The use of administrative citations has resulted in lowered enforcement costs and swift resolution of many cases.

The majority of complaints against licensed contractors received by the Board are from owners of residential properties although the Board also investigates complaints received from other contractors and suppliers. Unlicensed contracting activity complaints are received from homeowners and properly licensed contractors. Board investigators also provide proactive enforcement against unlicensed contractors. Homeowner complaints usually involve remodeling or repair work and construction of swimming pools and spas.

COMPLIANCE INVESTIGATIONS

Compliance investigations encompass unlawful advertising; fraudulent or deceitful acts; misuse of license; working outside the scope of the license; bidding over the monetary limit of the license; industry regulation violations of NRS 624; money owing and workmanship complaints. The resolution of homeowner/workmanship complaints is a priority for the Investigations Department.

	FY 2010-11	FY 2011 - 12
Opened	2205	2127
Closed	2255	2183
Money Owing	608	555
Workmanship	688	553
Industry Reg.	940	1039
Pending - Open	314	272

SWD000138

CRIMINAL COMPLAINTS – UNLICENSED CONTRACTORS

The investigation of unlicensed contractor complaints is a major priority of the Investigations Department.

	FY 2010-11	FY 2011-12
Opened	1348	1242
Closed	1381	1306
Charges Filed	379	483
Plea Bargain	120	34
Felony Conv.	8	10
Gross Misdemeanor	7	10
Misdemeanor	197	229
Administrative Cit.	3	29
Pending - Open	1234	1170

DISCIPLINARY HEARINGS

Formal Disciplinary Hearings are conducted twice a month in accordance with the Open Meeting Law and the Administrative Procedures Act. The Executive Officer of the Board is responsible for presenting the case to the Board for appropriate action. Counsel may represent the parties, although it is not a requirement. Individual Board Members serve as Hearing Officers on a rotational basis.

	FY 2010-11	FY 2011-12
Hearings	193	151
Licenses Revoked	145	130
Licenses Suspended	22	6
Investigative Cost	\$250,251.79	\$238,939.06

ADMINISTRATIVE CITATIONS

Administrative Citations are issued by the Executive Officer for industry regulation violations, workmanship issues where the contractor is correcting the work and other minor violations of NRS 624. The use of the Administrative Citation process eliminates the need for formal disciplinary hearings on minor violations of NRS 624.

	FY-2010-11	FY 2011-12
Citations Issued	150	213
Fines	\$154,900.00	\$215,500.00
Investigative Cost	\$61,081.00	\$83,525.86

SETTLEMENT AGREEMENTS

Settlement Agreements are used for more complex cases, usually related to financial issues, bankruptcies or failure to establish financial responsibility.

Settlement Cases	FY 2010-11	FY 2011-12
Agreements	2	19

SWD000439

RESIDENTIAL RECOVERY FUND

The Residential Recovery Fund continues to provide help to homeowners harmed by licensed residential contractors. Due to the downturn of the economy, the number of Residential Recovery Fund claims has decreased in the past year.

	FY 2010-11	FY2011-12	Pending
Claims Received	125	69	9
Total Awarded	\$489,657.00	\$719,415.66	
Average Claim Awarded	\$3,917.25	\$8,881.66	

FINGERPRINTING INITIATIVE

In May 2010, the Board initiated fingerprinting for each new contractors license applicant. The Board has found that approximately 33 % of the applicants that have been fingerprinted have a reportable criminal history. The Board evaluates each applicant on a case-by-case basis, to ensure the safety of the public prior to licensing.

Fingerprint Cards Submitted	2521
Total Fingerprints returned with criminal histories	833
Total fingerprints returned w/o criminal histories	1688
Applicants that failed to disclose a criminal history	128
Background Investigations Initiated	270

OTHER ENFORCEMENT PROGRAMS

Board investigators continue to utilize sting operations throughout the State to target unlicensed contractors. The "Contractor Interagency Task Force" continues to work on the issues of unlicensed contractors in Northern Nevada. The task force consists of representatives from the Associated General Contractors, Washoe County District Attorney's Office, Washoe County Sheriff's Dept., DIR, OSHA, Department of Agriculture, and the building departments from Washoe County, Reno and Sparks. Board investigators have expanded rural area presence by visiting rural areas and working closely with the appropriate building departments.

In addition the Board continues to expand its Enforcement Awareness Program for members of the community, contractors and law enforcement. A Community Outreach Program which provides information to various groups including senior citizens, homeowners associations and trade organizations has been implemented. Board investigators continue to participate in forums to combat crimes against the elderly.

Board investigators meet Quarterly with representatives of the Rocky Mountain Information Network (RMIN), to exchange criminal justice information.

IDENTIFIED ISSUES – TRENDS

Nevada's construction industry suffered a large loss of construction jobs due to the recession that hit the country beginning in 2008. The prolonged effect of the economic slow-down continues to impact the construction industry. The number of new licenses issued decreased by thirty-nine percent (39%) between June 30, 2010 and June 30, 2012. In addition, there was a six percent (6%) decrease in active license renewals.

The Board continues to take action against unlicensed contractors by conducting joint enforcement actions. In addition, activities of our enforcement team and partnering efforts have revealed violations of the provisions of the statutory exemption relating to handyman work.

SWD000340

NSCB PROPOSED LEGISLATION

The Board will recommend legislation for consideration by the 2013 session of the Nevada legislature concerning the authority to take action in cases where a licensee is acting outside the scope of his license or in excess of the monetary limit placed on his license. In addition, the Board is seeking changes to the current exemption for handyman work to provide additional public protection.

SWD00041

EXHIBIT “3”

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100

RENO, NEVADA 89521

IN THE MATTER OF:

Investigative Case No. 30042873

SILVERWING DEVELOPMENT,
J. CARTER WITT, III, PRESIDENT AND
QUALIFIED INDIVIDUAL,
LICENSE NO. 44017,

MEMORANDUM OF POINTS AND
AUTHORITIES IN RESPONSE TO
RESPONDENT'S CONSTITUTIONAL
CHALLENGE TO NRS 624.220(2)

RESPONDENT.

COMES NOW the Nevada State Contractors Board ("NSCB" or "Board"), by and through its counsel of record, and submits this Memorandum of Points and Authorities in Response to Respondent Silverwing Development's ("Silverwing") Constitutional Challenge to NRS 624.220(2).

POWERS AND FUNCTIONS OF THE BOARD

The NSCB is part of the executive branch of government. The Board's powers are conferred by the legislative branch of government. Specifically, the Board is vested with all of the functions and duties relating to the administration of Chapter 624 of the Nevada Revised Statutes. NRS 624.160(1). Like all regulatory bodies in Nevada, the NSCB must carry out and enforce the provisions under its purview for the protection and benefit of the public. NRS 622.080. The provisions of NRS Chapter 624 relating to the discipline of licensees are intended to promote public confidence and trust in the competence and integrity of licensees and to protect the health, safety and welfare of the public. NRS 624.005.

One of the Board's functions is to adopt regulations to classify contractors and limit the field and scope of a contractor's operations to its classification. NRS 624.220(1). The various license classifications, subclassifications and descriptions are found in NAC 624.140 - 624.585.

1 The Board also must limit the field and scope of a licensed contractor by establishing a
2 monetary limit on a contractor's license. NRS 624.220(2). The limit must be the maximum
3 contract a licensed contractor may undertake on one or more construction contracts on a single
4 construction site or subdivision site for a single client. NRS 624.220(2). The limit must be
5 determined after consideration of the factors set forth in NRS 624.260 - 624.265. NRS
6 624.220(2). The factors fall into four categories: (1) experience; (2) financial responsibility; (3)
7 knowledge of Nevada law and administrative principles of the contracting business; and (4)
8 character. NRS 624.260(1) and NRS 624.265.

9 Another function of the Board is the imposition of discipline against its licensees for
10 violations of NRS 624.301 - NRS 624.305. NRS 624.300. In contested cases, the Board may
11 delegate to a hearing officer its authority to take disciplinary action against a licensee. NRS
12 624.140(2).

13 The procedures for disciplinary action and practice before the Board are set forth in NAC
14 624.6975 - 624.7296. Chapter 233B of the Nevada Revised Statutes, the Administrative
15 Procedure Act, also governs the adjudication of contested cases by state agencies. 233B.125
16 requires a decision or order adverse to a party in a contested case to be in writing or stated in
17 the record. The statute also requires a final decision to include findings of fact and *conclusions*
18 *of law*¹, separately stated. NRS 233B.125 (emphasis supplied). As such, administrative law
19 judges are not only fact-finders, they also must interpret and apply laws to the facts they find
20 to reach decisions.

21 SILVERWING'S CONSTITUTIONAL CHALLENGES

22 An administrative agency is not authorized to consider or question the constitutionality
23 of a legislative act; nor may it declare unconstitutional the statutes which it was created to
24 administer and enforce. *Richardson v. Board of Dentistry*, 913 S.W.2d 446, 452 (Tenn. 1995);
25 see also *Déjà Vu Showgirls of Las Vegas v. Nev. Dep't of Taxation*, 334 P.3d 392, 397 (Nev. 2014)
26 (holding facial constitutional challenges may bypass the administrative exhaustion

27 _____
28 ¹ "Conclusions of law" are commonly understood as propositions of law, which the judge arrives
at after, and as a result of, findings certain facts in a case tried without a jury. *Black's Law*
Dictionary 290 (6th ed. 1990).

1 requirements, but as-applied constitutional challenges hinging on factual determinations
2 cannot). This limitation on the authority of administrative agencies to resolve constitutional
3 questions are based on the fundamental constitutional principle of separation of powers.
4 *Richardson* at 453. It is the sole obligation of the judiciary to interpret the law and determine
5 the constitutionality of actions taken by the other two branches of government. *Marbury v.*
6 *Madison*, 5 U.S. 137 (1803)².

7 Separation of powers, however, does not require that administrative agencies never
8 consider the constitutionality of an administrative action. Although the general rule is that
9 agencies do not have the authority to decide constitutional issues, agencies must consider and
10 apply constitutional principles in determining procedures and rendering decisions in contested
11 cases. *Richardson* at 453; see also *Malecon Tobacco, LLC v. State ex rel. Dept. of Taxation*, 59
12 P.3d 474, 476 (Nev. 2002).

13 There are three types of constitutional issues that may confront an administrative
14 agency: (1) the facial constitutionality of a statute within the agency's governance; (2) the
15 constitutionality of an agency's application of a statute or rule within the agency's governance;
16 and (3) constitutional challenges to an agency's procedures. *Richardson* at 454-55. The
17 constitutional challenges asserted by Silverwing in its Answer are categorized and explained
18 below.

19 **Facial Challenges**

20 Because the separation of powers precludes an administrative agency from considering
21 the constitutionality of a statute, the agency should refuse to address facial constitutional
22 challenges raised in contested cases. *Richardson* at 456. Facial challenges are reserved for the
23 judicial branch of government.

24 Silverwing offered a "Preliminary Challenge/Statement" in its Answer, claiming "NRS
25 624.220(2) is unconstitutional and may not provide the basis upon which disciplinary and/or
26 criminal penalties may be imposed upon a licensed contractor, or a 'client' who hires a licensed
27

28 ² It is this author's privilege to advise that he has finally had an occasion to cite *Marbury v.*
Madison in a brief.

1 contractor." Silverwing Answer, p. 2 (emphasis in the original). In support, Silverwing offered
2 a "Constitutional Vagueness" argument, an "Unconstitutional Delegation of Legislative
3 Authority Argument," and an "Equal Protection" argument. Silverwing Answer, pp. 2-8.

4 The vagueness and equal protection arguments are textbook facial attacks on the
5 constitutionality of NRS 624.220(2). The Administrative Law Judge ("ALJ") therefore may not
6 address these issues. The ALJ instead must interpret the laws as they are written and strive to
7 apply them in a constitutional manner.

8 ***As-Applied Challenges***

9 A party's challenge to the application of a statute may initially be considered and
10 determined by the agency. *Richardson* at 457; and *Malecon* at 840 (recognizing "when
11 determination of the constitutional issue depends on factual determinations, they should be
12 made first by the administrative officials who are especially equipped to inquire, in the first
13 instance, into the facts"). This comports with the principles of judicial economy and allows
14 correction of errors at the initial hearing level. *Richardson* at 457.

15 Silverwing's argument under the heading "Unconstitutional Delegation of Legislative
16 Authority" relates back to its vagueness argument, but it additionally accuses the Board of
17 usurping legislative authority by "writing in" language to NRS 624.220(2) via the "Tesla
18 Opinion." Silverwing Answer, pp. 5-7. Insofar as Silverwing's delegation argument relates to
19 its vagueness challenge to NRS 624.220(2), the ALJ may not address it. Silverwing's usurpation
20 of legislative authority argument, however, is an as-applied constitutional challenge because it
21 pertains to how the Board interprets and applies NRS 624.220(3). This issue should be
22 determined by the ALJ.

23 Each agency must provide by regulation for the filing and prompt disposition of petitions
24 for declaratory orders and advisory opinions as to the applicability of any statutory provision,
25 agency regulation or decision of the agency. NRS 233B.120. Neither an advisory opinion issued
26 by an agency that is not of general applicability nor an interpretation of any agency that has
27 statutory authority to issue interpretations is a regulation. NRS 233B.038(2)(f) and (h). The
28 "Tesla Opinion" was written in response to a request from Tesla under NAC 624.120 regarding

1 the Board's interpretation of "applicable statutory license limit provisions with respect to large
2 construction projects [like the Tesla Gigafactory] with multiple phases."

3 The Tesla Opinion was properly posted on the Board meeting agenda in accordance with
4 the Open Meeting Law, public testimony was taken at that Board meeting, and the Board
5 authorized the Opinion after a unanimous vote. Declaratory orders disposing of petitions in
6 such cases have the same status as agency decisions. NRS 233B.120. The Tesla Opinion thus
7 was a statutorily-accepted exercise of the Board's power to interpret the laws the Legislature
8 authorized it to administer.

9 A reviewing court must "defer to an agency's interpretation of its governing statutes or
10 regulations if the interpretation is within the language of the statute." *Dutchess Business*
11 *Services v. Nevada Board of Pharmacy*, 191 P.3d 1159, 1165 (Nev. 2008). The interpretation
12 by an administrative agency of the laws it is directed to enforce shall be accorded great deference
13 by a reviewing court. *Nevada Comm'n on Ethics v. JMA/Lucchesi*, 866 P.2d 297 (Nev. 1994);
14 *State v. State Engineer*, 766 P.2d 263 (Nev. 1988); *Dep't Human Resources v. UHS of The Colony*,
15 735 P.2d 319 (Nev. 1987); *Sierra Pacific Power v. Dep't of Taxation*, 607 P.2d 1147 (Nev. 1980);
16 *State ex rel Tax Comm'n v. Saveway*, 668 P.2d 291 (Nev. 1983); *Clark Co. School Dist. v. Local*
17 *Gov't*, 530 P.2d 114 (Nev. 1974). An administrative agency's interpretation of its laws should
18 not be lightly disturbed by a reviewing court. *Westergard v. Barnes*, 105 Nev. 830, 834, 784
19 P.2d 944 (1989); *Brooks v. Dewar*, 60 Nev. 219, 233, 106 P.2d 755 (1939).

20 The "Tesla Opinion" was written in response to a request from Tesla and has the full
21 force and authority of a Board decision. The Opinion reiterated past practices of the Board and
22 elaborated how Board *staff* interprets and applies the statute for the benefit of the public. While
23 the Tesla Opinion previews how a Board prosecutor will argue the application of NRS 624.220(2),
24 it certainly does not mandate how an independent ALJ will rule. The ALJ should afford
25 deference to the Board's Opinion, but it is tasked by NRS 233B.125 to reach its own
26 "conclusions of law" on how NRS 624.220(2) should operate against the unique facts it finds in
27 the proceeding before it.

28 ///

CONCLUSION

In summary, the ALJ should not entertain any facial constitutional challenges to NRS 624.220(2). The ALJ also should afford deference to the Tesla Opinion as an expression of the Board's interpretation of NRS 624.220(2). At the same time, the ALJ must remain independent and, above all, be mindful of constitutional principles when it interprets and applies NRS 624.220(2) to the facts of this case.

DATED this 22nd day of September, 2017.



NOAH G. ALLISON, PROSECUTING ATTORNEY
NEVADA STATE CONTRACTORS BOARD

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of The Allison Law Firm Chtd., counsel for the Nevada State Contractors Board, and that on SEPTEMBER 22, 2017, I served the attached **MEMORANDUM OF POINTS AND AUTHORITIES IN RESPONSE TO RESPONDENT'S CONSTITUTIONAL CHALLENGE TO NRS 624.220(2)** in the above entitled matter by placing a true copy thereof, enclosed in a sealed envelope with postage prepaid thereon, in the United States Post Office mail, addressed as follows:

JUDGE PHILIP PRO
3800 Howard Hughes PARKWAY
11TH FLOOR
LAS VEGAS, NV 89169
Philipmpro@gmail.com

MICHAEL S. KIMMEL, ESQ.
50 W. LIBERTY STREET, STE 840
RENO, NV 89501
mkimmel@nevadalaw.com
Counsel for Respondent SILVERWING

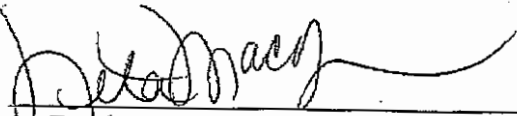

An Employee of The Allison Law Firm Chtd.,
Counsel for the Nevada State Contractors Board

EXHIBIT “4”

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of The Allison Law Firm Chtd., counsel for the Nevada State Contractors Board, and that on SEPTEMBER 25, 2017, I served the attached **ERRATA TO MEMORANDUM OF POINTS AND AUTHORITIES IN RESPONSE TO RESPONDENT'S CONSTITUTIONAL CHALLENGE TO NRS 624.220(2)** in the above entitled matter by placing a true copy thereof, enclosed in a sealed envelope with postage prepaid thereon, in the United States Post Office mail, addressed as follows:

JUDGE PHILIP PRO
3800 Howard Hughes PARKWAY
11TH FLOOR
LAS VEGAS, NV 89169
Philipmpro@gmail.com

MICHAEL S. KIMMEL, ESQ.
50 W. LIBERTY STREET, STE 840
RENO, NV 89501
mkimmel@nevadalaw.com
Counsel for Respondent SILVERWING



An Employee of The Allison Law Firm Chtd.,
Counsel for the Nevada State Contractors Board

EXHIBIT “5”

1 **HOY | CHRISSINGER | KIMMEL | VALLAS**
 2 Michael S. Kimmel (NV Bar 9081)
 3 Theodore E. Chrissinger (NV Bar 9528)
 4 50 W. Liberty St., Suite 840
 5 Reno, Nevada 89501
 6 775.786.8000 (voice)
 7 775.786.7426 (fax)
 8 mkimmel@nevadalaw.com
 9 tchrissinger@nevadalaw.com

10 Attorneys for: Silverwing Development, J. Carter Witt III

11 **Nevada State Contractors Board**

12 **5390 Kietzke Lane, Suite 102**

13 **Reno, Nevada 89511**

14 IN THE MATTER OF:

Investigative Case No.: 30042873

15 SILVERWING DEVELOPMENT, J. CARTER WITT III,
16 President and Qualified Individual,

Answer to Notice of Hearing, Complaint, and
Requirement to Answer

17 License No. 44017

Continued Hearing Date: 09/28/2017
Continued Hearing Time: 8:30 a.m.

18 RESPONDENT.
19

20 **REPLY TO NSCB MEMORANDUM**

21
22 Silverwing Development and J. Carter Witt III (collectively, "Respondent") hereby
23 files its Reply to the Memorandum of Points and Authorities filed by the Nevada State
24 Contractors Board.
25

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1 **I. Jurisdictional Authority ("Facial" vs. "As-Applied")**

2 The Respondent generally agrees that the jurisdictional authority of the
3 administrative agency would not typically include the ability to declare a statute
4 unconstitutional on its face in the absence of a contested case (i.e. in the absence of a
5 situation where the agency is seeking to enforce the statute against a particular
6 respondent), and certainly not the ability to create precedent that would have preclusive
7 effect outside of the particular contested case in which a decision is rendered. That does
8 not, however, preclude facial constitutional analysis in a contested administrative case. A
9 statute that is facially unconstitutional is, obviously, also unconstitutional "as applied" to
10 any given set of facts, including the specific facts of a given contested administrative case.

11
12 Here, Respondent argues both the unconstitutionality of NRS 624.220(2) on its face,
13 and as applied to the specific facts of Respondent's contested case. Necessarily, if NRS
14 624.220(2) is unconstitutional on its face, it is also unconstitutional as applied to this
15 contested case. Even if NRS 624.220(2) is not facially unconstitutional, it is still
16 unconstitutional as applied to Respondent in this matter.

17
18 **II. Distinction Between "Subdivision Site" and "Construction Site"**

19 Throughout the course of this contested case, both Respondent and the NSCB
20 (largely through counsel) have discussed the fact pattern of this matter in the context of
21 whether the various projects, and the actual buildings constructed within those projects,
22 constituted multiple discrete "construction sites" as that phrase is used in NRS 624.220(2).
23 Doing so made sense because the multi-family projects were financed, constructed,
24 marketed, and are presently operated and rented as apartments. No "units" or buildings
25 have been sold, nor could they be.
26
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1 Apparently, the NSCB's position has changed its position and now contends that all
 2 of the developments in this contested case are "subdivision sites", not "construction sites".¹
 3 As a basis for this position, the NSCB points to the fact that limited preliminary
 4 entitlements (mapping) facilitate the possible change from rented, multi-family apartments
 5 to condominiums at a later date.
 6

7 The purpose of the change of position is clear: if the NSCB classifies each of these
 8 projects as a "subdivision site", the NSCB feels it avoids the constitutional vagueness
 9 recognized by its own *Tesla Opinion*. In reality though, the phrase "subdivision site" is no
 10 less vague than the "construction site". The *Tesla Opinion* presumes, without analysis, that
 11 the phrase "subdivision site" is unambiguous. Simply, the phrase "subdivision site" is not
 12 defined in NRS Chapter 624 or any other Nevada statute.
 13

14 On September 19, 2017, after Respondent filed its Answer, but before the NSCB filed
 15 its Memorandum in response, the Legislative Counsel issued an opinion letter ("LC
 16 Opinion") to Nevada Assemblyman Wheeler.² The LC Opinion, while not binding precedent
 17 in this contested administrative case, is certainly instructive. Clearly, the Legislative
 18 Counsel opined that NRS 624.220(2) was vague in that the Legislature did not intend the
 19 statute to be read and applied literally. Rather, the word "site", whether used in the context
 20 of a "single construction site" or "subdivision site", was subject to "some temporal and
 21
 22

23
 24 ¹ To be clear, counsel for the NSCB, Noah Allison, Esq., contacted the undersigned to advise
 25 the undersigned of the changed analysis on September 26, 2017. The undersigned
 26 respects (and appreciates the professionalism) Mr. Allison's decision to do so rather
 27 than to assert the change of position for the first time during the September 28,
 28 2017 hearing.

² A copy of the LC Opinion is attached hereto, and was provided directly to the NCSB
 (through Noah Allison) on September 21, 2017.

1 geographic limitations" which were implied but not specifically articulated by the
2 Legislature.

3 **III. Constitutional Vagueness**

4 Under either a "facial" or "as-applied" challenge, "[A] statute is unconstitutionally
5 vague if it does not give a person of ordinary intelligence a reasonable opportunity to know
6 what is prohibited." See 73 Am. Jur. 2d Statutes § 234. To date, counsel for both the NSCB
7 and Legislative Counsel (at the request of an Assemblyman) have tried to make sense of
8 NRS 624.220(2) through formal, written opinions. The absence of clarity in the statute led
9 both governmental entities down the path of crafting qualifications, factors, and tests that
10 simply are not present in the plain language of the statute. There is perhaps no better
11 evidence of vagueness than the fact that attorneys for multiple governmental bodies cannot
12 agree on the statute's meaning or application.

13 As applied to Respondent, it is impossible to conclude that Respondent knowingly
14 violated a statute when it is so evident that there is no "well settled and ordinarily
15 understood meaning" of the phrases "single construction site" or "subdivision site." *Nelson*
16 *v. State*, 123 Nev. 534, 540-41, 170 P.3d 517, 522 (2007).

17 **IV. Unconstitutional Delegation of Legislative Authority**

18 There is a profound difference between an agency interpreting NRS 624.220(2), and
19 an agency crafting a test, not present in the statute, that will be applied after the fact using
20 admittedly undefined factors that will vary in weight at the discretion of the agency. In its
21 Memorandum, the NSCB essentially argues that the *Tesla Opinion* is not a regulation and is
22 not an attempt to legislate. In essence, the *Tesla Opinion* is nothing more than a declaratory
23 order disposing of a petition, and elaborating how NSCB staff interprets and applies the
24 statute for the benefit of the public. The public, however, is entitled to protection against
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1 discriminatory and arbitrary actions of public officials. 16A Am. Jur. 2d Constitutional Law
 2 § 312. That public protection is at the heart of the nondelegation doctrine and it is exactly
 3 why the NSCB may not create interpretive orders crafting factors to be used in the
 4 application of a statute. If the statute, either on its face or as applied to Respondent, lacks
 5 the specificity to determine if/when it should be applied, then it fails as a matter of law.
 6 The NSCB cannot "cure" the statute's failure by crafting an internal test.
 7

8 **V. Equal Protection**

9 The NSCB contends that Respondent has knowingly violated the law because, either
 10 on "one construction site" or on a "subdivision site", it has hired certain subcontractors to
 11 perform work the value of which, when aggregated across all buildings, exceeds the
 12 subcontractor's license limit.
 13

14 The recent change in analysis by the NSCB to a "subdivision site" analysis poses the
 15 very same equal protection problems as previously articulated by Respondent's Answer. A
 16 licensee with a set monetary limit is entitled to the same rights as any other licensee with
 17 the same set monetary limit. Licensees of the same monetary limit must be treated the
 18 same, regardless of whether their work is performed for one "client" or for multiple clients.
 19 Simply stated, fundamentals of equal protection mandate that it is improper to aggregate
 20 work for "one client" to determine whether a license limit has been exceeded while at the
 21 same time permitted a similarly situated licensee to enter into a infinite amount of
 22 agreements for separate clients.
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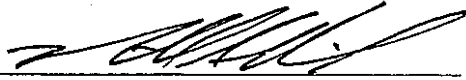
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Dated this 26th day of September 2017

HOY | CHRISSINGER | KIMMEL | VALLAS



Michael S. Kimmel

Attorneys for Respondents

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CERTIFICATE OF SERVICE

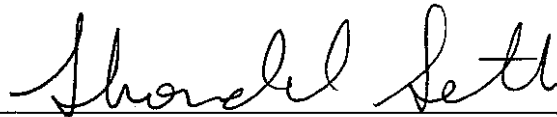
I hereby certify that on September 26, 2017, I personally filed the foregoing with the Nevada State Contractors Board as follows:

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

Judge Pro
c/o Michelle Samaniego
MSamaniego@jamsadr.com



An employee of Hoy | Chrissinger | Kimmel | Vallas PC

HOY | CHRISSINGER
KIMMEL | VALLAS
ATTORNEYS AND COUNSELORS AT LAW



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INDEX OF EXHIBITS

Respondents hereby give notice of their intention to rely on all documents contained in the Respondents' file, the Exhibits attached to the charging party's Complaint, the Exhibits attached to the Answer, and the additional documents set forth below (copies of which have been provided with this Reply to the charging party).

Exhibit Number and Description	Bates Range
EX 107 - LCB Opinion	SWD000142 - SWD000152

- 1
- 2
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HOY | CHRISSINGER
KIMMEL | VALLAS
ATTORNEYS AND COUNSELORS AT LAW



Exhibit 107

STATE OF NEVADA
LEGISLATIVE COUNSEL BUREAU

LEGISLATIVE BUILDING
401 S. CARSON STREET
CARSON CITY, NEVADA 89701-4747
Fax No.: (775) 684-6600



LEGISLATIVE COMMISSION (775) 684-6800
JASON FRIERSON, *Assemblyman, Chairman*
Rick Combs, *Director, Secretary*

INTERIM FINANCE COMMITTEE (775) 684-6821
JOYCE WOODHOUSE, *Senator, Chair*
Mark Krmpotic, *Fiscal Analyst*
Cindy Jones, *Fiscal Analyst*

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BRENDA J. ERDOES, *Legislative Counsel* (775) 684-6830
ROCKY COOPER, *Legislative Auditor* (775) 684-6815
SUSAN E. SCHOLLEY, *Research Director* (775) 684-6825

September 19, 2017

Assemblyman Jim Wheeler
Post Office Box 2135
Minden, Nevada 89423-2135

Dear Assemblyman Wheeler:

Statement of the Issue

NRS 624.220(2) generally requires the State Contractors' Board (Board) to establish for each licensed contractor a monetary limit on the contractor's license.¹ In general terms, the limit imposes a ceiling on the cost of any project undertaken by the contractor -- or, in the language of the statute, "the maximum contract [the] contractor may undertake on one or more construction contracts on a single construction site or subdivision site for a single client." NRS 624.3015(2) makes it grounds for disciplinary action for a contractor to bid on or contract "for a sum for one construction contract or project" in excess of the contractor's monetary limit. The same section prohibits a contractor acting as the general contractor on a project from "[k]nowingly . . . entering into a contract with a contractor [i.e., a subcontractor] for work in excess of his or her limit." NRS 624.3015(3). Pursuant to NRS 624.300(1) and (3), a contractor who violates either of the latter provisions is subject to significant disciplinary action by the Board, including an administrative fine of up to \$50,000 for each violation. *See also* NAC 624.7251.

You have asked us to interpret these provisions as they apply to large, multi-phase developments for which multiple building permits have been issued. In that connection, we have been provided with information relating to a pending disciplinary proceeding by the Board against Silverwing Development (Silverwing), which has apparently acted as the general contractor on a number of multi-family residential development projects. A

¹ We use "contractor" in this opinion to refer to any person licensed by the Board. Where it is necessary to distinguish between a contractor acting as a general contractor or subcontractor, we have used those terms.

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complaint by the Board dated July 14, 2017, alleges that Silverwing violated NRS 624.3015(3) on some thirty occasions between 2013 and 2016, in connection with four different projects, by entering into one or more contracts with various subcontractors for work in excess of the subcontractors' monetary license limits. Counsel for Silverwing has supplied our office with correspondence and memoranda outlining Silverwing's position on the matter.

We have also been provided with a copy of an "advisory opinion" issued on behalf of the Board in December 2015, in response to an inquiry from Tesla Motors, Inc. We enclose a copy of the opinion (Tesla opinion) for your review. We gather from the Tesla opinion that Tesla had asked the Board to address the same question you have raised. Unfortunately, while the Board is the agency charged with enforcing chapter 624 of NRS and its interpretation of the statutes would otherwise be entitled to deference (Clark County School District v. Local Government Employee-Management Relations Board, 90 Nev. 442, 446 (1974)), the Tesla opinion was entirely silent on the facts of Tesla's situation. Instead, the opinion purported to establish principles of general applicability concerning the manner in which the Board intended to interpret the statutes. Accordingly, we regard the Tesla opinion as an example of "ad hoc rulemaking," or an ineffectual attempt to adopt a regulation without complying with the notice, hearing and approval process set forth in chapter 233B of NRS. *See, e.g., State Farm Mut. Auto. Ins. Co. v. Comm'r of Ins.*, 114 Nev. 535, 543-44 (1998); State Bd. of Equal. v. Sierra Pac. Power Co., 97 Nev. 461, 465 (1981). While we mention the opinion at various points in this letter where we think it is instructive, we do not believe that it has any legal force or effect.

Finally by way of background, we note that Nevada's appellate courts have not addressed the issues presented here, beyond ruling in an unpublished opinion that a construction contract which exceeds the monetary limit of the contractor's license is void. AA Primo Builders, LLC v. Washington, Nos. 65804, 66485, 2015 WL 7686996 (Nev. Nov. 24, 2015); *see also* NAC 624.640(1). While other states have adopted statutory provisions similar to those of NRS 624.220 and 624.3015, our research has disclosed no case from any jurisdiction squarely addressing the scenario you describe. Thus, it is left to us to look primarily to the language and underlying purpose of the statutes to respond to your inquiry.

The Purpose of the Monetary Limit Provisions

If the language of NRS 624.220(2) were read and applied literally, a contractor who undertook work on a "single construction site or subdivision site for a single client" would remain subject to the same monetary limit on his or her license for any and all work done at that site, for that client, in perpetuity. We think that the more reasonable interpretation of the statute is that some temporal and geographic limitations on "site" were implied by the Legislature so that, for example, the cost of work completed and paid for in 1995 would not continue to apply against the contractor's monetary limit in 2020.

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With this, at least, the Board seems to agree. Tesla Opinion, at 3 (meaning of “single construction site” will be determined by the Board on the basis of various criteria, including “time” and “geography”).

“Our primary goal in construing a statute is to ascertain the Legislature’s intent in enacting it. Where the language of the statute cannot directly resolve the issue standing alone, we consider the context and spirit of the statute in question, together with the subject matter and policy involved.” Clancy v. State, 129 Nev. 840, 845 (2013) (internal quotations and citations omitted).

With regard to context, the monetary limit established by the Board for each contractor must be determined after consideration of the factors set forth in NRS 624.260 to 624.265, inclusive. NRS 624.220(2). As enumerated in statute, those factors are: (1) the experience of the contractor; (2) the financial responsibility or solvency of the contractor and certain persons responsible for the operations of the contractor; (3) the contractor’s knowledge of the building, safety, health and lien laws of this State and the principles of the contracting business; and (4) the good character of the contractor. NRS 624.260-624.265.

Thus, it is apparent that the monetary limit provisions are intended to protect both the public and the contractor, primarily by ensuring that the contractor does not become overextended and that he or she performs work within the range of his or her competence and resources. *See, e.g., Beacon4, LLC v. I & L Investments, LLC*, 514 S.W.3d 153, 175 (Tenn. Ct. App. 2016) (applying similar provisions); Helton v. Angelopolous, 629 S.W.2d 15, 18 (Tenn. 1982); *see also* Tesla Opinion, at 3 (“It is therefore logical to conclude that the Legislature created license limits to guard the public from the adverse consequences of a contractor’s financial insolvency, as well as a contractor’s lack of experience.”). In theory, as the contractor successfully completes smaller jobs over time, he or she may apply to the Board for an increase in his or her monetary limit, either for a particular project or permanently. *See* NRS 624.220(3); NAC 624.669, 624.670.²

Paradoxically, while the Board is required to establish a monetary limit applicable to work done by a contractor at a given location for a given client, it is not required to establish an aggregate limit, although it may do so under certain circumstances as a condition of issuing or renewing a license or in connection with disciplinary action against a contractor. *See* NRS 624.264(2)(b), 624.264(4)(b), 624.323(2)(b). In other words, in the absence of an aggregate limit, a contractor may perform work simultaneously for any number of clients (or the same client at different locations) having

² Under the regulations of the Board, any application for such an increase must be accompanied by a financial statement. NAC 624.669, 624.670. Currently, for any monetary limit in excess of \$10,000, the required financial statement must be prepared or reviewed by a certified public accountant. NAC 624.593. Silverwing argues, apparently with some justification, that the expense of a certified public accountant makes it impractical for smaller contractors to apply for an increase in their monetary limits.

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a total cost greatly exceeding the maximum cost of the work permitted for a single client at a single location.

Compliance With the Monetary Limit Provisions in the Construction of a Multi-Phase Project

It is clear that a contractor or a person with whom he or she contracts cannot attempt to evade the monetary limit provisions simply by arbitrarily "dividing" a single, unitary project into multiple contracts, the cost of each of which falls under the applicable limit. *See, e.g., Paving Equip. of the Carolinas, Inc. v. M & N Dev. Co.*, 182 B.R. 425, 434 (W.D. N.C. 1995) (applying South Carolina law); *Cochran v. Ozark Country Club, Inc.*, 339 So.2d 1023, 1024 (Ala. 1976); *Hodgson Const., Inc., v. Howard*, 654 S.E.2d 7, 12 (N.C. Ct. App. 2007); S.C. Op. Atty. Gen. No. 1806, 1965 WL 8661; Tenn. Op. Atty. Gen. No. 93-12, 1993 WL 349725. Indeed, about the only thing that is clear from the legislative history of the Nevada statutes is that the reference in NRS 624.220(2) to "one or more" construction contracts was intended to encompass the aggregate total of all the work being performed concurrently by a contractor for a single client at a single location. *See Minutes of the Assembly Committee on Commerce*, March 1, 1979, at p. 4 (testimony of Tom Cooke, then-counsel for the Board, on Assembly Bill No. 425 (1979)).

We believe, however, that where a project is built in discrete phases over time and the contractor and subcontractor structure the project so that the subcontractor's work on one phase is completed, approved and paid for before the subcontractor begins work on the next phase, the subcontractor's monetary limit is effectively "reset" for purposes of the statute at the end of each phase because the purposes of the limit have been accomplished. The subcontractor is not overextended by the project because he or she has completed work on that phase of the project and been paid for it. The interest of the general contractor, property owner and the public are protected because, with approval and payment, the work has presumptively been performed in a competent and satisfactory manner. Under these circumstances, we think it is fair to conclude that there has been no violation of NRS 624.220 or 624.3015.

While our research has not disclosed a decision from any jurisdiction exactly on point, we think a recent decision in Tennessee is helpful. That state, like Nevada, provides for the imposition of a monetary limit on each contractor's license. Tenn. Code Ann. § 62-6-111(a)(3), (b)(1); Tenn. Comp. R. & Regs. 0680-01-13. In *Beacon4, LLC*, 514 S.W.3d 153, a contractor was held not to have violated the monetary limit provisions where it entered into a "site contract" for grading and excavating and a "building contract" for the construction of a building on the same site. The amount of each contract was less than the contractor's limit, but the cost of the overall project substantially exceeded the limit. The Tennessee Court of Appeals held that the purposes of the limit were not implicated where, among other things: (1) work on one of the contracts was completed and payment made before a dispute arose over the second contract; (2) the

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financial accounting for each contract was kept separate; and (3) enforcement of the limit would have been inequitable. *Id.* at 175-77. In contrast, in Hodgson, 654 S.E.2d 7, where there were separate contracts for the construction of a foundation and a house atop the foundation, the Court of Appeals of North Carolina held that the cost of the two “projects” had to be aggregated for purposes of the state’s licensing statute because, among other reasons, the evidence showed that the contractor had begun work on the house before he had been fully paid for the foundation and even before the “house contract” had been negotiated or executed. *Id.* at 12-13. Admittedly, these cases arose as disputes between a property owner and a contractor, as opposed to licensure proceedings, but we believe that they are consistent with our analysis.

We believe that our analysis is also consistent with the other provisions of chapter 624 of NRS relating to monetary limits. Compare Licensee A, a subcontractor working on the multi-phase development described above, *who has completed and been paid for* the work done on each phase of the development, with Licensee B, who simultaneously performs work at various locations for different clients. In the absence of an aggregate limit on his or her license, there is apparently no limit at all on B’s potential exposure or the amount of work B can undertake at any given time, as long as he or she does not exceed his or her monetary limit with respect to any single project. If the cost of B’s work on various projects *cannot* be aggregated under our statutory scheme, we think it would at least be inconsistent to conclude that the cost of A’s work on the various phases of the development *must* be aggregated, and that both A and his or her client have violated the law. Statutes must be read in harmony and interpreted to avoid unreasonable or absurd results. *See, e.g., Washington v. State*, 117 Nev. 735, 739 (2001); English v. State, 116 Nev. 828, 832 (2000).

Accordingly, in the scenario described above, where a subcontractor’s work on each phase of a project must be completed, approved and paid for before the subcontractor proceeds to work on the next phase, we believe that the monetary limit on the subcontractor’s license is reset as the subcontractor’s involvement in each phase is closed out. But we emphasize that our opinion is premised on the phases being *discrete*, both as a matter of contract and by examination on the ground. For example, the completion of a building in a multi-building development would seem clearly to signify the end of a phase, particularly where a building permit and certificate of occupancy are issued for each building. The parties’ contract in such a case must require the subcontractor’s work on a building to be completed, approved and paid for before the subcontractor begins work on the next building.

Any attempt to establish other, artificial “phases” of construction will probably be unsuccessful. First, any such effort can fairly be characterized as an attempt to evade the monetary limit through an arbitrary division of the work. Second, a licensing and enforcement agency such as the Board must be able readily to determine whether a given phase of the project has been completed, approved and paid for. The Board should not be

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required to parse the provisions of the parties' contracts and engage in debates with counsel over principles of contract law. Thus, we think it is unlikely that contractual provisions for the termination of a subcontractor or the extension of the contract, standing alone, are sufficient to avoid a violation for any contract that exceeds the subcontractor's monetary limit.

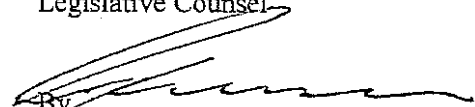
Conclusion

In the scenario you describe, involving a subcontractor's work on a multi-phase development, it is our view that the monetary limit on the subcontractor's license is effectively reset as the subcontractor's work on each discrete phase of the development is completed, approved and paid for. Assuming that the cost of the subcontractor's work on that phase falls under his or her limit, there has been no violation of NRS 624.220 or 624.3015 by the subcontractor or anyone with whom he or she contracts.

Nevertheless, we think it is apparent that there is a need for clarification of the law in this area, either by regulation of the Board or action of the Legislature. We would be happy to discuss with you in more detail how any such legislation might be drafted. If you have any further questions regarding this matter, please do not hesitate to contact our office.

Sincerely,

Brenda J. Erdoes
Legislative Counsel



By _____

James W. Penrose
Senior Principal Deputy Legislative Counsel

JWP:dtm

Encl.

Ref No. 170720030928

File No. OP_Wheeler17080216175

SWD000147

NOAH G. ALLISON
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December 14, 2015

VIA US MAIL & EMAIL: pgeorgeson@mcdonaldcarano.com

Paul J. Georgeson, Esq.
MCDONALD CARANO WILSON LLP
100 W. Liberty, 10th Flr.
Reno, NV 89501

Re: Advisory Opinions

Dear Mr. Georgeson:

I represent the Nevada State Contractors Board ("NSCB" or "Board") in regard to your Request for Advisory Opinion ("Request") on behalf of Tesla Motors, Inc. ("Tesla") by letter dated November 10, 2015. This correspondence is the Board's response to Tesla's Request ("Opinions").

On November 10, 2015, Tesla requested an advisory opinion pursuant to NAC 624.120 on the following issue:

How does the Board interpret the applicable statutory license limit provisions with respect to large construction projects with multiple phases?

As you know, Tesla's Request was put before the Board at a duly noticed Board meeting on November 19, 2015. You attended and spoke to the Board at that meeting along with Tesla representative Robert Harmon. I also attended the meeting and presented an analysis of NRS 624.220(2) and recommended Opinions to the Board. Several other persons representing various interests in the Nevada construction community also attended the meeting and made statements to the Board.

At the conclusion of the discussion regarding Tesla's Request, after hearing statements, asking questions, and discussing the Request, the Board voted unanimously to adopt my analysis and recommended Opinions. Due to the fact my analysis and recommended Opinions were presented in PowerPoint format, I am restating them in this letter as the Board's Advisory Opinions.

SWD000148

Paul J. Georgeson, Esq.
 December 14, 2015
 Page 2 of 5

ADVISORY OPINIONS

I. BOARD'S AUTHORITY TO ISSUE ADVISORY OPINIONS.

NRS 233B.120 provides:

Each agency shall provide by regulation for the filing and prompt disposition of petitions for declaratory orders and advisory opinions as to the applicability of any statutory provision, agency regulation or decision of the agency. Declaratory orders disposing of petitions in such cases shall have the same status as agency decisions. A copy of the declaratory order or advisory opinion shall be mailed to the petitioner.

NAC 624.120 provides:

Any person may file with the Board a petition for a declaratory order or advisory opinion as to the applicability of any provision of chapter 624 of NRS.

II. ANALYSIS OF NRS 624.220(2) – ESTABLISHMENT OF LICENSE LIMITS.

NRS 624.220(2) provides:

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.

The pertinent portion of NRS 624.220(2) for purposes of this Advisory Opinion may be divided into four distinct phrases:

- (1) the limit must be the maximum contract a licensed contractor may undertake on one or more construction contracts
- (2) on a single construction site
- (3) or subdivision site
- (4) for a single client.

The Board deems the language of phrases 1, 3 and 4 as clear and unambiguous. There is no room for interpretation and the Board must give effect according to the phrases' plain meaning. For general contractors, the license limit is the most the general contractor may contract for under one or multiple prime contracts with a single owner on a subdivision site. For subcontractors, the license limit is the most the subcontractor may contract for under one or multiple subcontracts with a single general contractor on a subdivision site.

SWD000149

Paul J. Georgeson, Esq.
 December 14, 2015
 Page 3 of 5

The Board deems the language of phrase 2, "single construction site," as ambiguous because the phrase is subject to more than one reasonable meaning. The Board therefore must determine of the Legislature's intended meaning of the phrase when it added the language to the statute.

The ambiguous language was added to the statute in the 1967 Legislative Session as part of Senate Bill 457. There is no legislative record of committee minutes, LCB analyses, or discussion to divine the 1967 Legislature's intent when it added the language.

There is no definition of "single construction site" provided in Chapter 624. A similar phrase "work of improvement" is given an express definition in NRS 624.029. Another similar phrase "single construction project" is found in NRS 624.220(3). The rules of statutory construction require the Board to conclude that the phrase "single construction site" has a separate and distinct meaning from "work of improvement" and "single construction project."

The Legislature clearly identified the factors for setting license limits in NRS 624.220(2) itself: the ones listed in NRS 624.260 to 624.265. These factors are helpful in discerning the Legislature's intent on establishing license limits. NRS 624.262 indicates that license limits are connected to the past, present and future solvency of a contractor in the interest of public health, safety and welfare. NRS 624.260 indicates that experience and general knowledge of building is related to license limits. It is therefore logical to conclude that the Legislature created license limits to guard the public from the adverse consequences of a contractor's financial insolvency, as well as a contractor's lack of experience. As such, the Board should construe the ambiguous phrase "single construction site" in harmony with the Legislature's intended purpose for license limits.

III. ADVISORY OPINION ON THE CONSTRUCTION AND APPLICATION OF NRS 624.220(2).

The Board always will attempt to resolve license limit questions within the plain and unambiguous portions of NRS 624.220(2). The Board believes the great majority of license limit issues can be handled by the unambiguous language of NRS 624.220(2).

When a license limit issue turns on the meaning of "single construction site" -- for example when a licensee facing potential discipline for bidding or performing work under multiple contracts for a single client in excess of its limit, asserts that its bids or work for a single client relate to separate construction sites -- the Board considers various criteria in deciding the question in harmony with the Legislature's intent for creating license limits. The criteria are:

1. Geography -- the geographic separation between the proffered sites;
2. Time -- the temporal separation between work performed at the proffered sites;
3. Contract -- the contractual separation between the proffered sites;
4. Design -- the design separation between the proffered sites;
5. Permitting -- the permitting separation between the proffered sites; and
6. Complexity -- the overall complexity of the work performed between the proffered sites.

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Paul J. Georgeson, Esq.
December 14, 2015
Page 4 of 5

The weight and importance of any criteria vary based on the facts and circumstances of each situation.

Each license limit question must be resolved on its unique facts after due consideration of the consequences of the disposition. The Board, Board staff, and Board hearing officers have broad discretion when considering and weighing the above criteria in disciplinary or other adversarial situations.

IV. ANALYSIS OF NRS 624.220(3) – INCREASES IN LICENSE LIMITS.

NRS 624.220(3) provides:

A licensed contractor may request that the Board increase the monetary limit on his or her license, either on a permanent basis or for a single construction project. A request submitted to the Board pursuant to this subsection must be in writing on a form prescribed by the Board and accompanied by such supporting documentation as the Board may require. A request submitted pursuant to this section for a single construction project must be submitted to the Board as least 5 working days before the date on which the licensed contractor intends to submit a bid for the project and must be approved by the Board before the submission of a bid by the contractor for the project.

NAC 624.670 provides:

1. A licensee may, in accordance with the provisions of NRS 624.220, submit to the Board a written application requesting an increase, for a single project, in the monetary limit on his or her license. Not more than five such applications may be submitted by a licensee during any 12-month period.
2. A licensee must submit with the application:
 - (a) The financial statement required by NAC 624.593; and
 - (b) Any other supporting information the Board requests.
3. The Board will approve the application if it finds that the financial status of the licensee is adequate to justify the increase and if the licensee:
 - (a) Procures and agrees to maintain any performance or payment bond, or both, that the Board requires; and
 - (b) Complies with any other conditions the Board finds necessary to protect the public interest.

Another way for a licensee to bid and/or work on multiple contracts for different phases of construction for a single client without exceeding license limits is to utilize the single project limit increase set forth in NRS 624.220(3) and NAC 624.670. If a licensee timely submits an application and the Board approves it, the single limit increase obviates the "single construction site" issues raised under NRS 624.220(2).

SWD000151

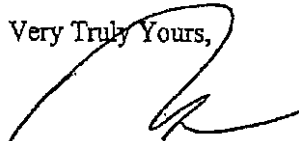
Paul J. Georgeson, Esq.
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Page 5 of 5

V. ADVISORY OPINION ON SINGLE LIMIT INCREASES.

Any licensed contractor desiring to bid or contract for work on different phases of construction for a single client may timely apply for a single limit increase pursuant to NRS 624.220(3) if it meets the requirements of NAC 624.670.

Thank you for bringing this matter to the attention of the Board. I hope your client finds the Advisory Opinions contained herein responsive and useful.

Very Truly Yours,



Noah G. Allison, Esq.
Attorney for Nevada State Contractors Board

NGA/nm

SWD000152

EXHIBIT “6”

EDGEWATER AT VIRGINIA LAKE			APARTMENTS
PERMIT #	ISSUE DATE	FINAL/CofO	
BLD14-05239	10/9/2014	5/15/2015	
BLD15-03601	12/22/2014	7/30/2015	
BLD15-03600	12/22/2014	9/4/2015	
BLD15-04335	1/22/2015	9/21/2015	
BLD15-04334	1/22/2015	10/22/2015	
BLD15-05029	2/26/2015	11/9/2015	
BLD15-05030	2/26/2015	11/20/2015	
BLD15-05799	4/8/2015	2/4/2016	
BLD15-05800	5/6/2015	3/9/2016	
BLD15-05801	5/6/2015	4/8/2016	
BLD15-05802	5/6/2015	4/29/2016	
BLD15-05803	5/6/2015	6/2/2016	
EDGEWATER AT VIRGINIA LAKE			CONDOS
PERMIT #	ISSUE DATE	FINAL/CofO	
BLD15-03127	12/2/2014	6/11/2015	
BLD15-03144	12/2/2014	7/10/2015	
BLD15-05026	2/26/2015	10/12/2015	
BLD15-05804	4/8/2015	12/3/2015	
BLD15-05805	4/8/2015	12/16/2015	
BLD15-05806	4/8/2015	12/28/2015	

NSCB
 Exh 2

FOUNTAINHOUSE AT VICTORIAN SQUARE		
PERMIT #	ISSUE DATE	FINAL/CofO
A1502534	10/15/2015	8/3/2016
A1503402	11/17/2015	9/7/2016
A1503401	11/17/2015	9/15/2016
A1503398	11/17/2015	10/21/2016
A1503399	11/17/2015	11/9/2016
A1503400	11/17/2015	12/15/2016
A1504081	1/8/2016	1/4/2017
A1504082	1/8/2016	3/14/2017
A1504080	1/25/2016	4/20/2017
A1504079	1/25/2016	5/5/2017
A1504078	1/25/2016	5/15/2017

THE BUNGALOWS AT SKY VISTA		
PERMIT #	ISSUE DATE	FINAL/CofO
BLD14-01533	1/30/2014	5/27/2014
BLD14-01534	12/6/2013	5/27/2014
BLD14-03291	12/26/2013	6/24/2014
BLD14-03840	1/27/2014	6/27/2014
BLD14-03841	1/27/2014	7/2/2014
BLD14-03842	1/27/2014	7/2/2014
BLD14-04480	3/11/2014	7/30/2014
BLD14-04479	3/11/2014	8/4/2014
BLD14-04478	3/11/2014	8/7/2014
BLD14-04477	3/11/2014	8/22/2014
BLD14-05285	4/15/2014	8/25/2014
BLD14-05286	4/17/2014	9/4/2014
BLD14-05287	4/15/2014	9/4/2014
BLD14-05284	4/15/2014	9/11/2014
BLD14-05283	4/15/2014	9/15/2014
BLD14-01003	1/7/2014	10/8/2014
BLD14-06034	5/21/2014	10/9/2014
BLD14-06035	5/21/2014	10/20/2014
BLD14-06036	5/21/2014	10/27/2014
BLD14-06785	6/18/2014	11/10/2014
BLD14-06786	6/18/2014	11/10/2014
BLD14-06784	6/18/2014	12/1/2014
BLD14-07272	7/8/2014	12/17/2014
BLD14-06783	6/18/2014	12/19/2014
BLD14-07273	7/8/2014	12/24/2014
BLD14-07274	7/8/2014	12/24/2014
BLD15-00924	8/21/2014	12/30/2014
BLD15-02733	11/3/2014	4/27/2015
BLD15-02281	10/14/2014	4/29/2015
BLD15-02280	10/14/2014	5/5/2015
BLD15-02730	11/3/2014	5/15/2015
BLD15-02732	11/3/2014	5/29/2015
BLD15-03141	12/2/2014	5/29/2015
BLD15-02731	11/3/2014	6/4/2015
BLD15-03142	12/2/2014	6/12/2015
BLD15-04387	1/26/2015	6/18/2015
BLD15-04386	1/26/2015	6/26/2015
BLD15-04524	2/10/2015	7/21/2015
BLD15-04858	2/19/2015	7/22/2015
BLD15-04859	2/19/2015	8/14/2015
BLD15-05732	3/27/2015	8/14/2015
BLD15-05731	3/26/2015	9/2/2015
BLD15-06093	4/10/2015	9/9/2015
BLD15-06092	4/10/2015	9/21/2015
BLD15-06392	4/24/2015	10/1/2015

BLD15-06393	4/24/2015	10/13/2015
BLD14-03290	12/26/2013	11/24/2015
BLD15-06394	4/24/2015	11/24/2015

EXHIBIT “7”

EXHIBIT “8”

APPLICABILITY OF LICENSE LIMITS ON CONSTRUCTION PROJECTS WITHIN SUBDIVISIONS

Nevada State Contractors Board

September 28, 2017

Robert G. Allison, Esq.

1. Where the language of a statute is clear and unambiguous, there is no room for interpretation and the Board should give effect according to the statute's plain meaning.
2. Where a statute, or a part of it, is ambiguous, the Board must ascertain the will of the legislature in enacting the statute and then construe the statute to reflect that intent.
3. The Board may examine: (1) the object sought to be attained by the statute, (2) laws on the same or similar subjects, and (3) the consequences of a particular construction.

RULES OF STATUTORY CONSTRUCTION

NRS 624.220 Contractors.

1. The Board shall adopt regulations necessary to effect the classification and subclassification of contractors in a manner consistent with established usage and procedure as found in the construction business, and may limit the field and scope of the operations of a licensed contractor to those in which the contractor is classified and qualified to engage as defined by NRS 624.215 and the regulations of the Board.

2. 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.

3. A licensed contractor may request that the Board increase the monetary limit on his or her license, either on a permanent basis or for a single construction project. A request submitted to the Board pursuant to this subsection must be in writing on a form prescribed by the Board and accompanied by such supporting documentation as the Board may require. A request submitted pursuant to this section for a single construction project must be submitted to the Board at least 5 working days before the date on which the licensed contractor intends to submit a bid for the project and must be approved by the Board before the submission of a bid by the contractor for the project.

4. Subject to the provision of regulations adopted pursuant to subsection 5, nothing contained in this section prohibits a specially contractor from taking and executing a contract involving the use of two or more grants of money. If the performance of the work in the cliffs or grades other than in which the specially contractor is licensed is independent of the performance of the major portion of work in the cliff or grade for which the specially contractor is licensed.

5. The Board shall adopt regulations establishing a monetary limit on the amount of assets that a licensed contractor may have in his or her name or the direct or indirect ownership of property of an employer pursuant to this section.

NRS 624.220

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.

Phrase 1

PHRASING NRS 624.220(2)

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 of a 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.

Phrase 2
Discard

PHRASING NRS 624.220(2)

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.

Phrases 3

PHRASING NRS 624.220(2)

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.

for a single client.

Phrase 4

PHRASING NRS 624.220(2)

What does "the limit must be the maximum contract a licensed contractor may undertake on one or more construction contracts for a single client"* mean???

Phrases 1 and 4 are unambiguous.

The limit is the most a general contractor may contract for under one or multiple prime contracts with a single owner.

The limit is the most a subcontractor may contract for under one or multiple subcontracts with a single general contractor.

*A "client" is a person or company that hires another person or company to assist it in its line of work

PHRASES 1 AND 4 - UNAMBIGUOUS

What does "the limit must be the maximum contract a licensed contractor may undertake on one or more construction contracts on a subdivision site for a single client" mean???

What is a "subdivision"?

"Subdivision" means any land, vacant or improved, which is divided or proposed to be divided into five or more lots, parcels, sites, units or plots, for the purpose of any transfer or development, unless exempted by law. NRS 278.320.

How is a subdivision created?

A subdivision does not exist prior to the recording of a properly approved plat.

What is a "site"?

Black's Law Dictionary defines a "site" as follows:

"A plot of ground suitable or set apart for some specific use. A seat or ground plot. The term does not of itself necessarily mean a place or tract of land fixed by definite boundaries."

A "SUBDIVISION SITE" IS A LEGAL CREATION WITH A DEFINITE BEGINNING.

PHRASE 3 - UNAMBIGUOUS

1. Fountainhouse at Victorian Square.

- > Subcontractors Over License Limits: (1) Preferred Window Products; (2) ABC Builders; (3) Systems of Nevada Inc.; (4) RDR Production Builders; (5) HTA Plumbing & Mechanical.
- > Subcontractors Out of Scope: (1) RDR Production Builders.

2. Bungalows at Sky Vista.

- > Subcontractors Over License Limits: (1) Zephyr Plumbing Inc.; (2) High Voltage Electric; (3) Buttacavoli Dev. Company; (4) Jims Cabinets and Installation; (5) Reno Tahoe Cabinets & More; (6) US Granite Nevada; (7) Systems of Nevada Inc.; (8) Summerscape LLC; (9) Infinity Painting & Decorating; (10) Burke Roofing Inc.

3. Edgewater at Virginia Lake.

- > Subcontractors Over License Limits: (1) ABC Builders; (2) Reno Tahoe Cabinets & More; (3) Zephyr Plumbing Inc.; (4) RDR Production Builders; (5) Infinity Painting & Decorating; (6) Preferred Window Products; (7) US Granite Nevada; (8) Systems of Nevada Inc.; (9) Burke Roofing Inc.
- > Subcontractors Out of Scope: (1) RDR Production Builders x2

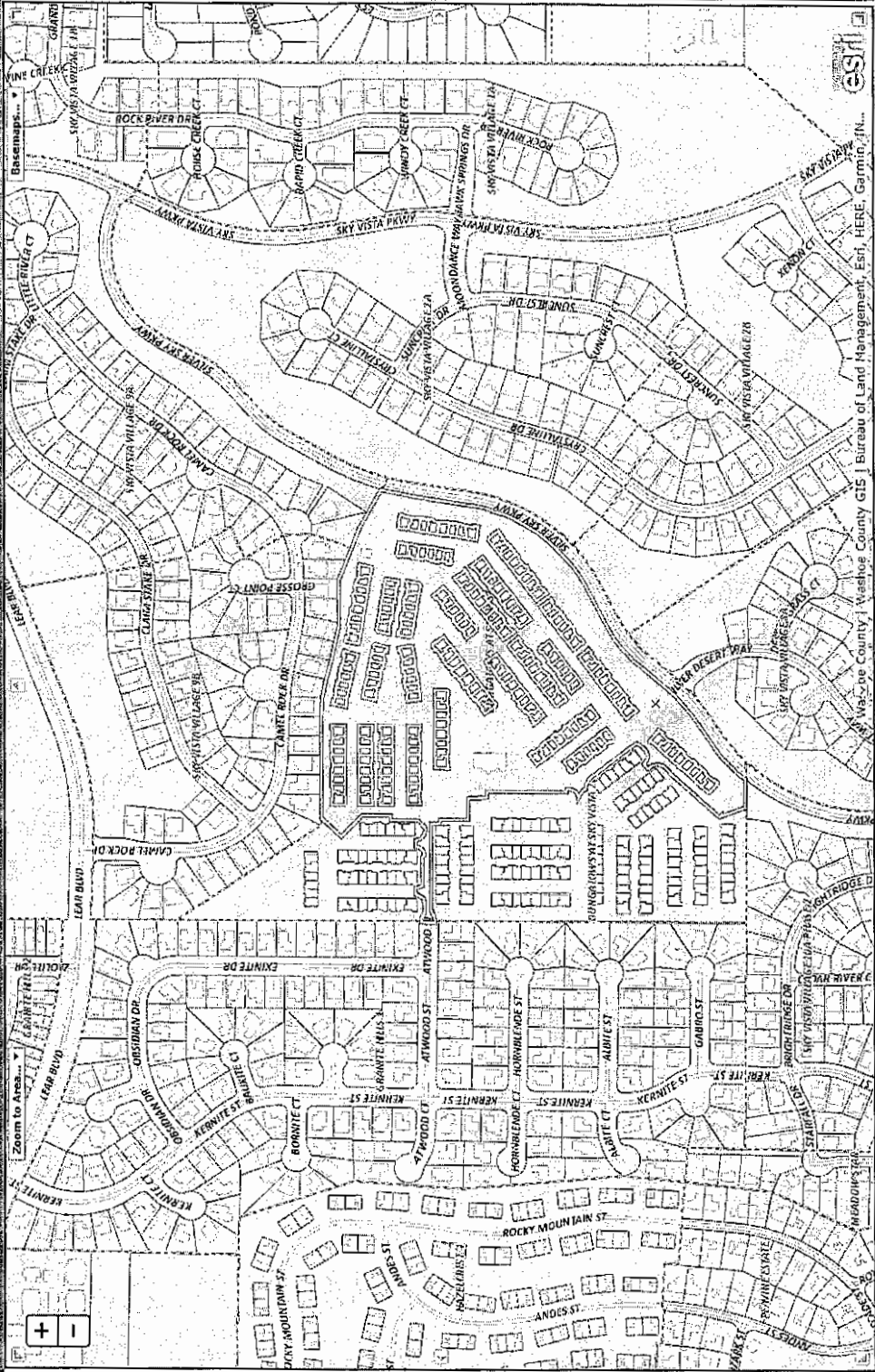
THE SILVERWING PROJECTS

IN YOUR VIEW
map(beta)

ADDRESS SEARCH | PARCEL | INTERSECTION | STATE PLANE | LAT/LON
Search

WASCOE COUNTY HOME GIS HOME

- Legend Layers
- Fire Stations
 - Law Enforcement
 - Care Facilities
 - Libraries
 - Schools
 - Government Buildings
 - Casinos
 - Survey Points
 - Township/Range/Section
 - 2-foot Contours (zoom in to view)
 - USGS 10-meter Contours (zoom in to view)
 - Trailheads
 - Trails
 - REC Bike Paths
 - Dirt Roads
 - Zip Codes
 - Federal Land By Agency
 - State Land By Agency
 - Firearm Discharge Restrictions
 - Congested Areas for Animals
 - Reno City Boundary
 - Sparks City Boundary
 - Subdivision Boundaries
 - Neighborhoods (zoom in to view)
 - Tax Districts (zoom in to view)
 - Washoe County Master Plan (zoom in to view)
 - Washoe County Zoning (zoom in to view)
 - Permits (zoom in to view)
 - Planning Areas
 - Business License Areas
 - Citizens Advisory Board Boundaries
 - County TNSA
 - Elected Jurisdiction/SOI
 - Reno/Stead Corridor Joint Plan (zoom in to view)
 - Corporate Boundaries
 - Road Jurisdictions
 - MDT Snow Plow Routes
 - Washoe Snow Plow Routes
 - Reno Snow Plow Routes



Washoe County Quick Map

APN: 550-631-03 click to zoom

Name: SWD-QUARKY BSV LLC

Last Name: SWD-QUARKY BSV LLC

Address: 9755 SILVER SKY

Area: Reno 19.6

Bedrooms: 0

Baths: 0

Year Built: 2014

Zoning: PUD

Assessed Value: 1000

Tax District: 2017/2018

Gross Tax: 0

Subject to: 0

Abatement: 0

Abated Tax: 0

Exempt Tax: 0

Final Tax: 2017/2018

Recorded Map: 150548.tif

Recorded Map: 150548.tif

Recorded Map: 150548.tif

Recorded Map: 150548.tif

Recorded Map: 150548.tif

Recorded Map: 150548.tif

Subdivision: BUNGALOWS AT SKY VISTA

Location: RENO

Planning Area: NORTH VALLEYS

Board: North Valleys

Elementary School: HEIGHTS

Middle School: O'BRIEN

High School: NORTH VALLEYS

Fire District: Reno FD

Voter Precinct: 4035

Senate District: 14

BUNGALOWS AT SKY VISTA

http://www.washoecounty.gov/gis/OL
http://beta.washoecounty.gov/gis/OL

BUNGALOWS AT SKY VISTA ~ PHASE 1 A CONDOMINIUM SUBDIVISION

OFFICIAL PLAT OF

1505

OWNER'S CERTIFICATE

I, the undersigned, the duly authorized representative of the Nevada Limited Liability Company known as Sky Vista, Inc., do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am not aware of any facts which would render the information furnished herein false or misleading.

STATE OF NEVADA
COUNTY OF CLATSOP

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

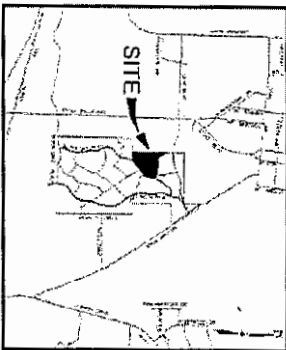
Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada



- SHEET INDEX**
1. ASIAN MARKET
 2. BUNGALOWS AT SKY VISTA - PHASE 1
 3. BUNGALOWS AT SKY VISTA - PHASE 2
 4. BUNGALOWS AT SKY VISTA - PHASE 3
 5. BUNGALOWS AT SKY VISTA - PHASE 4
 6. BUNGALOWS AT SKY VISTA - PHASE 5
 7. BUNGALOWS AT SKY VISTA - PHASE 6

DISTRICT BOARD OF HEALTH CERTIFICATE

I, the undersigned, the duly authorized representative of the District Board of Health, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am not aware of any facts which would render the information furnished herein false or misleading.

STATE OF NEVADA
COUNTY OF CLATSOP

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

OWNER'S CERTIFICATE

I, the undersigned, the duly authorized representative of the Nevada Limited Liability Company known as Sky Vista, Inc., do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am not aware of any facts which would render the information furnished herein false or misleading.

STATE OF NEVADA
COUNTY OF CLATSOP

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

My commission expires on _____

Notary Public for Nevada

BUNGALOWS AT SKY VISTA

CONDOMINIUM TRACT MAP 5054

1. ASIAN MARKET

2. BUNGALOWS AT SKY VISTA - PHASE 1

3. BUNGALOWS AT SKY VISTA - PHASE 2

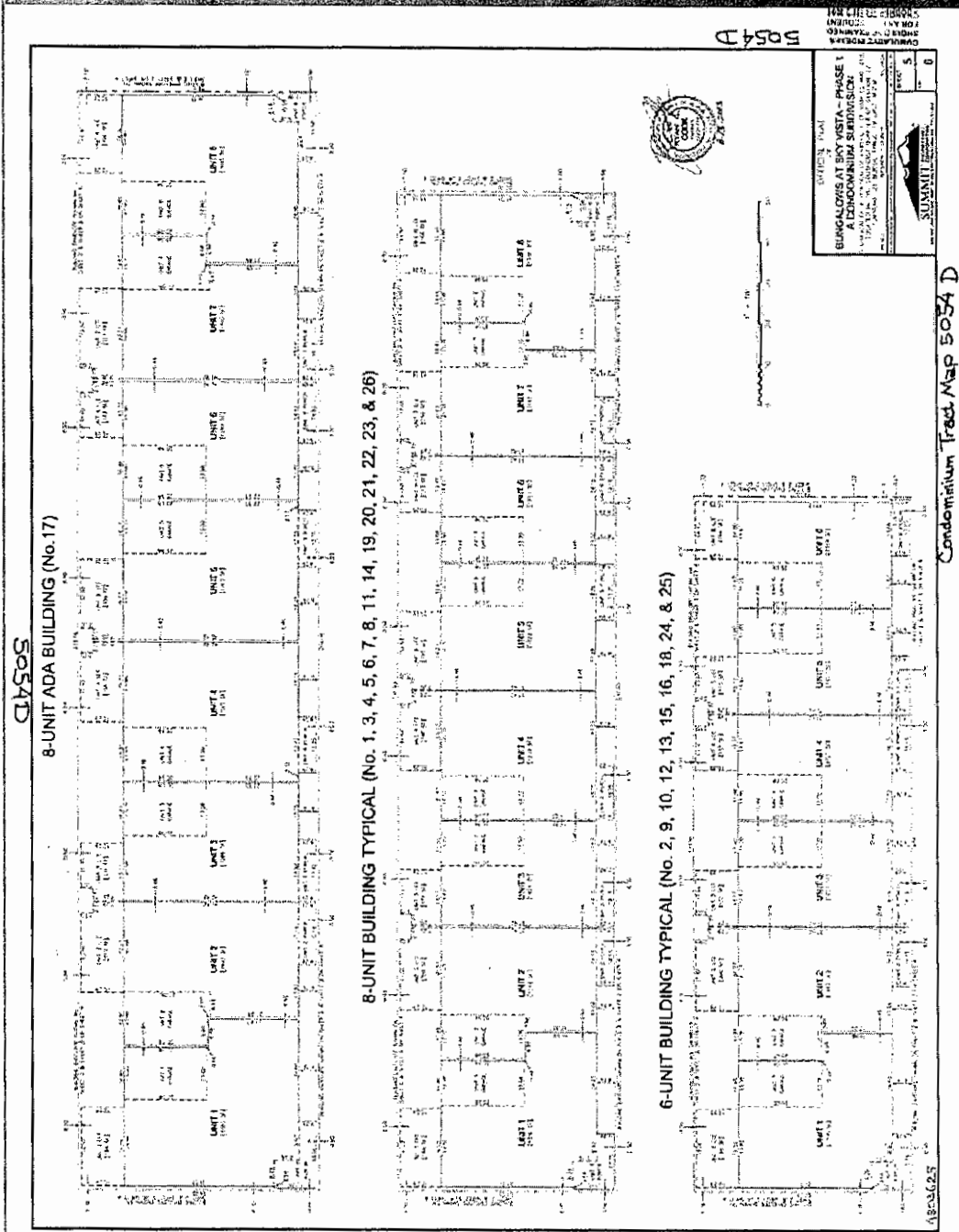
4. BUNGALOWS AT SKY VISTA - PHASE 3

5. BUNGALOWS AT SKY VISTA - PHASE 4

6. BUNGALOWS AT SKY VISTA - PHASE 5

7. BUNGALOWS AT SKY VISTA - PHASE 6

Recorded: Nov. 26, 2013 @ 4:37 p.m.



BUNGALOWS AT SKY VISTA

Condominium Tract Map 5054 D

CONCRETE SHALL BE EXAMINED FOR ANY DISCREPANCIES OR CHANGES TO THIS MAP

5054 E

BUILDING AREA TABLES

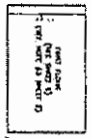
UNIT NO.	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA	PERCENTAGE OF TOTAL UNIT AREA
101	1,200	1.2	100
102	1,200	1.2	100
103	1,200	1.2	100
104	1,200	1.2	100
105	1,200	1.2	100
106	1,200	1.2	100
107	1,200	1.2	100
108	1,200	1.2	100
109	1,200	1.2	100
110	1,200	1.2	100
111	1,200	1.2	100
112	1,200	1.2	100
113	1,200	1.2	100
114	1,200	1.2	100
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174	1,200	1.2	100
175	1,200	1.2	100
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181	1,200	1.2	100
182	1,200	1.2	100
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193	1,200	1.2	100
194	1,200	1.2	100
195	1,200	1.2	100
196	1,200	1.2	100
197	1,200	1.2	100
198	1,200	1.2	100
199	1,200	1.2	100
200	1,200	1.2	100

SCALE: 1/8" = 1'-0"
DATE: 10-15-04

BUNGALOWS AT SKY VISTA

Condominium Tract Map 5054 E

BUILDING SECTION



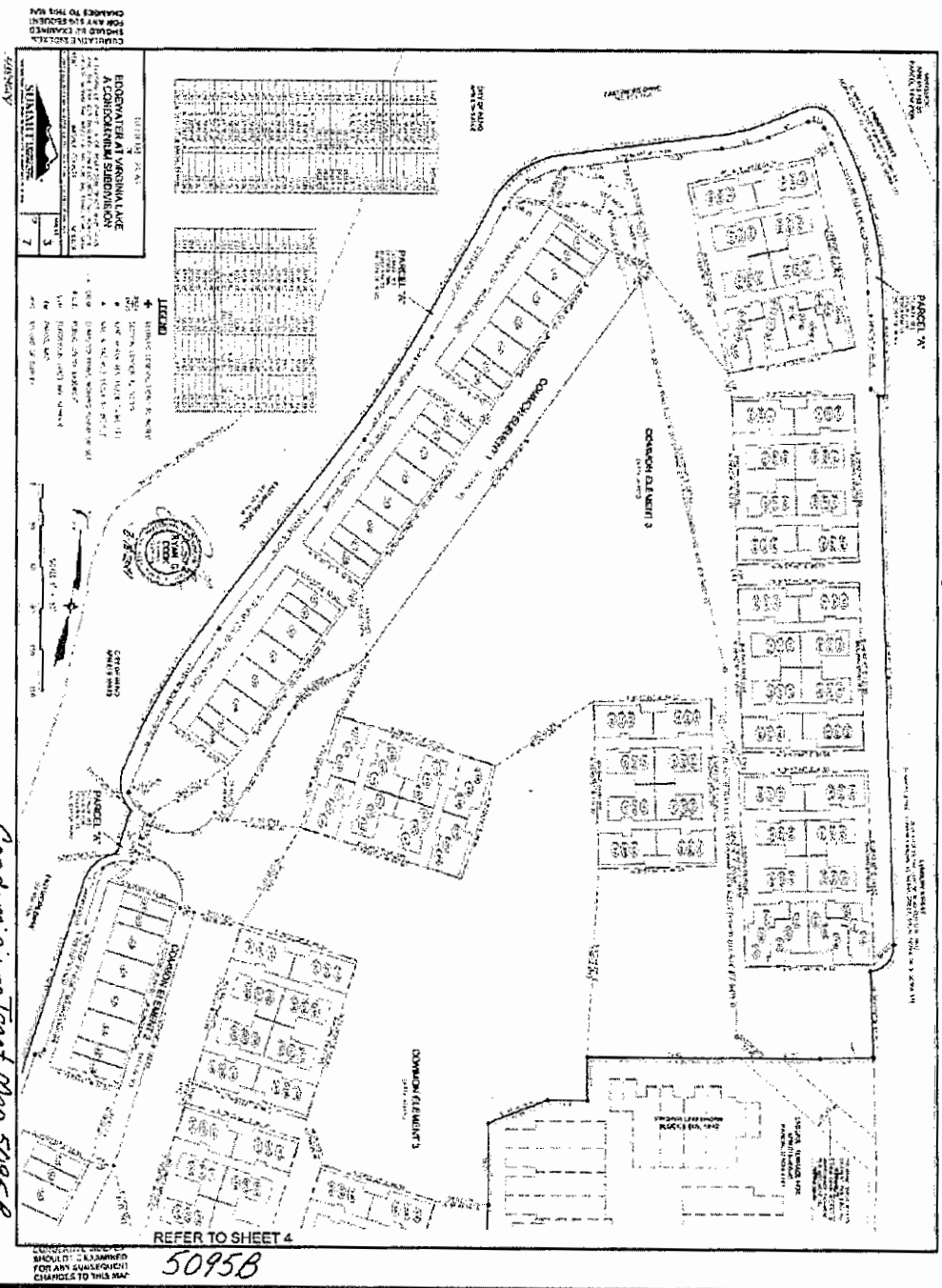
BUNGALOWS AT SKY VISTA - PHASE 1
 A CONDOMINIUM SUBDIVISION
 PLAT NO. 100-100-100-100
 COUNTY OF [unreadable] STATE OF COLORADO
 PREPARED BY [unreadable] ARCHITECTS, P.C.
 1000 [unreadable] AVENUE, SUITE 100
 DENVER, COLORADO 80202
 DATE: 10-15-04
 SHEET NO. 6 OF 8

CONSULT THE INDICATED SHEET FOR RECORDING FOR ANY SUBSEQUENT CHANGES TO THE MAP

5054 E

EDGEWATER AT VIRGINIA LAKE

Condominium Tract Map 5095B



5095B

REFER TO SHEET 4
5095B

EXHIBIT “9”

HON. PHILIP M. PRO (Ret.)
JAMS
3800 Howard Hughes Pkwy., 11th Floor
Las Vegas, NV 89169
Phone: (702) 457-5267
ADMINISTRATIVE LAW JUDGE

IN THE MATTER OF:

**SILVERWING DEVELOPMENT,
J. CARTER WITT III, President and
Qualified Individual, License No. 44017,**

RESPONDENT.

) Investigative Case No. 30042873

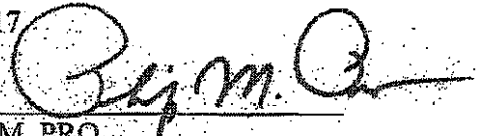
) JAMS Ref No. 1260004455

) **ORDER**

On September 28, 2017, in accord with the Notice of Hearing, and Complaint filed by the Nevada State Contractors Board (NSCB), on July 14, 2017, an Evidentiary Hearing was conducted before the undersigned serving as Administrative Law Judge. Given the challenges to the Constitutionality of NRS 624.220(2) advanced by Respondent, it was determined that post hearing briefing was warranted.

IT IS THEREFORE ORDERED that NSCB shall file its Opening Post-Hearing Brief on or before October 26, 2017. Respondent shall thereafter file a Responding Brief on or before November 9, 2017 and NSCB shall file its Reply Brief on or before November 16, 2017. Thereupon the matter shall stand submitted to the undersigned for Decision.

DATED this 29 day of September, 2017



PHILIP M. PRO
Administrative Law Judge

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Nevada State Contractors Board vs. Silverwing Construction
Reference No. 1260004455

I, Mara Satterthwaite, Esq., not a party to the within action, hereby declare that on September 29, 2017, I served the attached ORDER on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Las Vegas, NEVADA, addressed as follows:

Noah G. Allison Esq.
Allison Law Firm Chtd.
3191 E. Warm Springs Rd.
Las Vegas, NV 89120
Phone: 702-933-4444
noah@allisonnevada.com
Parties Represented:
Nevada State Contractors Board

Michael Kimmel Esq.
Hoy Chrissinger Kimmel PC
50 West Liberty Street
Suite 840
Reno, NV 89501
Phone: 775-786-8000
mkimmel@nevadalaw.com
Parties Represented:
Silverwing Construction

Ms. Margi A. Grein
Nevada State Contractors Board
2310 Corporate Circle, Suite 200
Henderson, NV 89074
Phone: 702-486-1111
Mgrein@NSCB.State.nv.us
Parties Represented:
Nevada State Contractors Board

I declare under penalty of perjury the foregoing to be true and correct. Executed at Las Vegas,
NEVADA on September 29, 2017.



Mara Satterthwaite, Esq.
msatterthwaite@jamsadr.com

EXHIBIT “10”

NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100

RENO, NEVADA 89521

IN THE MATTER OF:

SILVERWING DEVELOPMENT,
J. CARTER WITT, III, PRESIDENT AND
QUALIFIED INDIVIDUAL,
LICENSE NO. 44017,

RESPONDENT.

) Investigative Case No. 30042873

) NEVADA STATE CONTRACTORS BOARD'S
) CLOSING BRIEF

COMES NOW the Nevada State Contractors Board ("NSCB" or "Board"), by and through its counsel of record, and submits its Closing Brief.

I.

INTRODUCTION

The Board has charged Silverwing Development ("Silverwing") with 30 violations of NRS 624.3015(3) (knowingly entering into a contract with a contractor for work in excess of its limit); 30 violations of NRS 624.3013(5) (failing to ascertain that each person whose bid on a construction project the licensee considers is appropriately licensed as required by NAC 624.640(6)); 3 violations of NRS 624.3015(3) (knowingly entering into a contract with a contractor for work beyond the scope of its license); and 3 violations of NRS 624.3013(5) (failing to ascertain that each person whose bid on a construction project the licensee considers is appropriately licensed as required by NAC 624.640(6)). Silverwing responded in writing and raised various legal defenses, such as NRS 624.220(2) is unconstitutional on vagueness grounds, on equal protection grounds, and Silverwing did not "knowingly" enter into a contract with a contractor for work in excess of its limit or for work beyond the scope of its license.

1 Silverwing's disciplinary hearing occurred on September 28, 2017. Administrative Law
2 Judge Philip M. Pro ("ALJ") advised he had read the pre-hearing briefs of the parties, accepted
3 several documents offered by the Board and Silverwing into the evidentiary record, listened to
4 arguments from counsel for the Board and counsel for Silverwing, and heard testimony from
5 Board Investigator Jeff Gore ("Gore") and Silverwing President and Qualified Individual J. Carter
6 Witt III ("Witt") under direct and cross-examination. The facts presented at the hearing were
7 largely undisputed, though the interpretation of the law and the application of the law to the
8 facts was significantly contested.

9 At the conclusion of the hearing, the ALJ requested closing briefs and left the topics in
10 the briefs to the discretion of each side. After careful consideration of the record, including the
11 transcript of the hearing, the Board believes the following topics merit discussion in this Closing
12 Brief:

- 13 1. The meaning of "subdivision site" in NRS 624.220(2) and how the meaning
14 applies to the facts presented in this matter.
- 15 2. The meaning of "single construction site" in NRS 624.220(2) and how the
16 meaning applies to the facts presented in this matter.
- 17 3. The definition of "knowingly" in NRS 624.024 and how the definition applies to
18 the facts presented in this matter.
- 19 4. The administrative fine ranges pursuant to NAC 624.7251.
- 20 5. The Board's fees and costs recoverable under NRS 622.400.

21 II.

22 "SUBDIVISION SITE."

23 The Board is required by law to establish a monetary limit on a contractor's license. NRS
24 624.220(2). The limit must be the maximum contract a subcontractor may undertake on one
25 or multiple contracts on a single construction site or *subdivision site* for a single general
26 contractor. NRS 624.220(2). (emphasis supplied)

27 "Subdivision" means any land, vacant or improved, which is divided or proposed to be
28 divided into five or more lots, parcels, sites, units or plots, for the purpose of any transfer or

1 development, or for any proposed transfer or development. NRS 278.320(1). The act of
 2 recording a properly approved plat, brings a subdivision into being and makes it a reality instead
 3 of a mere outline on the paper of a tentative proposal for the subdivider. *Northern Indiana Public*
 4 *Service Co. v. McCoy*, 157 N.E.2d 181, 184 (Ind. 1959); *Am. Cmty. Builders, Inc. v. City of Chicago*
 5 *Heights*, 85 N.E.2d 837, 839 (1st Dist. Ill. 1949); see also NRS 278.390 - 278.460. A subdivision
 6 ends its existence upon the recordation of a properly approved map of reversion. NRS 278.490.

7 A "subdivision site" has two possible meanings.¹ It could mean the place where a
 8 subdivision exists, or, as observed during the hearing, it could mean a discrete place *within* a
 9 subdivision, such as one of the subdivision's actual or proposed lots, parcels, sites, units or
 10 plots. Two or more reasonable, but incompatible, possible meanings of a phrase in a statute
 11 demonstrates an ambiguity that must be resolved under the rules of statutory construction.
 12 *McKay v. Bd. Of Supervisors of Carson City*, 730 P.2d 438, 442 (Nev. 1986).

14
 15 ¹ The dividing line between statutory vagueness, which renders an enactment void,
 16 and statutory ambiguity, which means a law is fixable by judicial interpretation,
 17 is not entirely clear. Nevertheless, it is important to not only attempt an
 18 explanation of vagueness, as in the previous section, but also one of ambiguity.
 19 Scholars have, of course, managed to see a difference by pointing out that while
 20 a vague statute does not satisfactorily define the proscribed conduct, one that
 21 does define prohibited conduct with some precision, but is subject to two or more
 22 different interpretations, is ambiguous.

23 For instance, an expression is ambiguous when a criminal statute outlaws
 24 conduct "P" and "P" can alternatively be read to encompass either conduct "a" or
 25 conduct "b" and it is beyond dispute that the defendant engaged only in conduct
 26 "a." To illustrate, using Chomsky's linguistic literature, "the sentence, 'flying
 27 planes can be dangerous' can mean either 'it can be dangerous to fly planes' or
 28 'planes that are aloft can be dangerous.' While a vague statute is void as
 unconstitutional, an ambiguous statute may be saved by using a variety of
 techniques to determine the legislature's intent. To interpret an ambiguous
 statute, courts may employ three techniques: (1) utilizing rules for interpreting
 the statute's actual language; (2) using rules directing a court to look outside of
 the statutory language; and (3) *in criminal cases only*, relying on the rule of
 strict construction, which commands an ambiguity to be resolved in the
 defendant's favor. This latter rule is the rule of lenity.

Addressing Vagueness, Ambiguity, and Other Uncertainty in American Criminal Laws, 80 Denv.
 U.L. Rev. 241, 260-261 (2002) (emphasis supplied).

1 Courts often rely on legislative history to resolve statutory ambiguity, but because the
2 legislative history does not explain what the Legislature meant when it wrote "subdivision site"
3 into NRS 624.220(2), the ALJ must resort to other rules of statutory construction. *Cromer v.*
4 *Wilson*, 225 P.3d 788, 790 (Nev. 2010). A court, for example, should interpret a statute to
5 "conform to reason and public policy." *Great Basin Water Network v. State Eng'r*, 234 P.3d 912,
6 918 (Nev. 2010). Courts also should interpret a rule or statute in harmony with other rules or
7 statutes. *Allianz Ins. Co. v. Gagnon*, 860 P.2d 720, 723 (Nev. 1993). Finally, statutes should be
8 read as a whole, so as not to render superfluous words or phrases or make provisions nugatory.
9 *Southern Nev. Homebuilders v. Clark County*, 117 P.3d 171, 173 (Nev. 2005).

10 Statutes and code provisions from other jurisdictions utilize the phrase "subdivision site"
11 to mean the place where the entire subdivision exists. Two examples are below:

12 1. Redding, California Municipal Code § 17.12.050 (Title 17 is entitled
13 "SUBDIVISIONS") provides in relevant part:

14 A subdivider may designate as a single remainder area for that portion of
15 a **subdivision site** which is not to be divided for the purpose of sale, lease
16 or financing. The subdivider may also omit from a tentative map that
17 portion of a **subdivision site** that is subject to a previously approved and
18 valid tentative map.

19 2. Iron County, Utah Code of Ordinances § 16.12.020 (Title 16 is entitled
20 "SUBDIVISIONS") provides in relevant part:

21 The preliminary subdivision plat shall show the following:

22 7. A vicinity map of the **subdivision site** at a minimum scale of one inch
23 equals to two thousand feet;

24 8. The legal description of the entire **subdivision site** boundary;

25 10. As required by the zoning administrator, on the preliminary
26 subdivision plat or separate map, the topographic contour intervals, not
27 greater than ten feet for the entire **subdivision site**;

28 11. The identification and location of known natural features on the
29 **subdivision site**. . .

30 12. The existence of all platted lots within, or contiguous to the
31 **subdivision site**;

32 19. Location of all existing drinking water source protection zones located
33 on the **subdivision site**.

1 No examples of the phrase "subdivision site" meant as a place within a subdivision could be
2 found in other statutes or code provisions.

3 It also is important to consider whether the interpretation of "subdivision site" in NRS
4 624.220(2) as a discrete place within a subdivision would render any portion of NRS 624:220(2)
5 superfluous or nugatory. If "subdivision site" merely meant a specific lot, unit, site, or parcel
6 within a subdivision, then it would have the exact same effect as a "single construction site."
7 Put another way, there would be no reason for the Legislature to have used the phrase
8 "subdivision site" as an alternative of "single construction site." The phrase "subdivision site"
9 would thus be rendered both superfluous and nugatory. The only way the phrase "subdivision
10 site" in NRS 624.220(2) makes sense is as a description of the geographic location where the
11 entire subdivision exists.

12 Silverwing admitted the principal construction for the Fountainhouse at Victorian
13 Square development occurred within the geographic boundaries of the "Official Plat of
14 Fountainhouse at Victorian Square a Condominium Subdivision" after the plat was recorded on
15 November 16, 2015. J. Carter Witt, III signed the plat and certified as the owner that he
16 consented to the preparation and recordation of the plat and that the same was "executed in
17 compliance with and subject to the provisions of N.R.S. Chapters 116, 117, 278, 278A and Title
18 17 of the City of Sparks." (emphasis supplied) Finally, as stated in the "Subdivision Summary,"
19 the plat divided the land or, at a minimum, *proposed to divide* the land into 220 "Total Units."

20 Silverwing admitted the construction for the Bungalows at Sky Vista development
21 occurred within the geographic boundaries of the "Official Plat of Bungalows at Sky Vista ~
22 Phase 1 a Condominium Subdivision" after the plat was recorded on November 26, 2013. J.
23 Carter Witt, III signed the plat and certified as the owner that the plat was "executed in
24 compliance with and subject to the provisions of N.R.S. Chapter 116 and 278." (emphasis
25 supplied) Finally, as stated in the "Subdivision Summary," the plat divided the land or, at a
26 minimum, *proposed to divide* the land into 188 "Total Lots."

27 Silverwing admitted the construction for the Edgewater at Virginia Lake development
28 occurred within the geographic boundaries of the "Official Plat of Edgewater at Virginia Lake a

1 Condominium Subdivision” after the plat was recorded on September 5, 2014. J. Carter Witt,
2 III signed the plat and certified as the owner that the plat was “executed in compliance with and
3 subject to the provisions of N.R.S. Chapter 116 and 278.” (emphasis supplied) Finally, the plat
4 divided the land or, at a minimum, *proposed to divide* the land into 336 “Lots (Condo Units).”

5 Fountainhouse at Victorian Square, Bungalows at Sky Vista, and Edgewater at Virginia
6 Lake are “subdivision sites” within the meaning of NRS 624.220(2). Silverwing’s subcontractors’
7 license limit was the maximum contract they could undertake on one or multiple contracts with
8 Silverwing on each subdivision site. NRS 624.220(2). As alleged in the Board’s complaint and
9 as established through documents and testimony presented at the hearing, 30 separate license
10 limit violations occurred across the three subdivision sites. The Board issued citations to each
11 of the offending subcontractors. Except for one subcontractor (that declared bankruptcy), *all*
12 of the subcontractors paid the citations.

13 III.

14 “SINGLE CONSTRUCTION SITE.”

15 If – *and only if* – the ALJ determines the phrase “subdivision site” is inapplicable to the
16 facts of this matter, then the license limit question must be analyzed in the context of a “single
17 construction site.” Although Silverwing argues the phrase is impermissibly vague, the question
18 here is quite simple. The Fountainhouse, Sky Vista and Edgewater at Virginia Lake developments
19 either were “single construction sites” or they each contained multiple construction sites.

20 When analyzing whether a statute is unconstitutionally vague in violation of due
21 process, courts generally apply a two-factor test. *Flamingo Paradise Gaming, LLC v. Chanos*,
22 217 P.3d 546, 551 (Nev. 2009). Under the two-factor test, an act is unconstitutionally vague if
23 it (1) fails to provide notice sufficient to enable persons of ordinary intelligence to understand
24 what conduct is prohibited; and (2) lacks specific standards, thereby encouraging, authorizing,
25 or even failing to prevent arbitrary and discriminatory enforcement. *Id.* at 551-52. Under a
26 facial challenge to a civil statute, the plaintiff must show that the statute is impermissibly vague
27 in all of its applications. *Id.* at 553.

28

1 There is no statutory definition of "single construction site" in NRS Chapter 624. The
2 lack of a definition, however, does not make the phrase impermissibly vague on its face. Judicial
3 construction of undefined terms and phrases in statutes is permissible and quite common.² It
4 is one of the reasons why we have case law.

5 Other chapters of the Nevada Revised Statutes have defined a "construction site" as "any
6 location at which construction work is being commenced or is in progress." NRS 618.953
7 (Chapter concerning Occupational Safety and Health); NRS 706.463 (Chapter concerning Motor
8 Carriers). It follows that a "*single* construction site" under NRS 624.220(2) is one such location
9 at which construction work is being commenced or is in progress. A "single construction site"
10 thus is a geographical location involving construction activity measured from the time of its
11 beginning to the time of its ending. Simply stated, a "single construction site" contemplates a
12 location tied to a duration, both of which vary under the circumstances. The fact the location
13 and duration of the construction activity varies with each construction site does not render the
14 statute impermissibly vague. Construction sites come in all shapes and sizes.

15 Persons with experience in the construction industry, like Mr. Gore, Mr. Witt, and the
16 dozen or so subcontractors who did not contest the citations issued to them, are capable of

17 ² Perhaps the most famous example of judicial construction of a statutory term involves defining
18 the word "obscene" used in statutes that impose bans or restrictions on the sale and distribution
19 of "obscene" materials. These cases, which raise First Amendment issues and are subject to a
20 more rigorous standard of constitutional review than normal civil statutes like NRS 624.220(2),
have gone all the way to the United States Supreme Court on multiple occasions.

21 In the 1964 case of *Jacobellis v. Ohio*, Justice Stewart refused to define obscenity beyond his
22 famous remark "I know it when I see it." Nine years later, in *Miller v. California*, the Court
23 articulated three criteria that must be met for a work to be labeled "obscene": (1) whether the
24 average person, applying contemporary community standards, would find that the work, taken
25 as a whole, appeals to a prurient interest; (2) whether the work depicts or describes, in an
offensive way, sexual conduct or excretory functions, as specifically defined by state law; and
(3) whether the work, taken as a whole, lacks serious literary, artistic, political, or scientific
value.

26 Predictably, the *Miller* decision created an entire branch of jurisprudence devoted to figuring out
27 if a work is "obscene." The meaning of phrases like "contemporary community standards,"
"prurient interest," and "offensive way" have been discussed, explained and analyzed by courts
28 across the land. The types of materials scrutinized and then determined "obscene" or "not
obscene" are endlessly varied, yet the obscenity statutes do not fail on constitutional vagueness
grounds.

1 understanding a "single construction site" under a particular set of facts. When disputes arise
2 in the context of a disciplinary proceeding, due process provides an ALJ to make the decision.

3 There are several tools available to persons in the construction industry to guide them
4 in defining the geography and duration of a "single construction site." For example:

- 5 • We have a statute in Nevada that defines when construction begins. Under NRS
6 108.22112, "commencement of construction" means the date on which work performed,
7 or materials or equipment furnished in connection with a work of improvement, is visible
8 from a reasonable inspection of the site.
- 9 • We also have two statutes in Nevada that speak somewhat to the geography of a
10 construction site. Under NRS 108.22188:

11 "Work of improvement" means the entire structure or scheme of
12 improvement as a whole, including, without limitation, all work, materials
13 and equipment to be used in or for the construction, alteration or repair
14 of the property or any improvement thereon, whether under multiple prime
contracts or a single prime contract except as follows:

15 1. If a scheme of improvement consists of the construction of two or more
16 separate buildings and each building is constructed upon a separate legal
17 parcel of land and pursuant to a separate prime contract for only that
building, then each building shall be deemed a separate work of
improvement; and

18 2. If the improvement of the site is provided for in a prime contract that
19 is separate from all prime contracts for the construction of one or more
20 buildings on the property, and if the improvement of the site was
21 contemplated by the contracts to be a separate work of improvement to be
22 completed before the commencement of construction of the buildings, the
23 improvement of the site shall be deemed a separate work of improvement
24 from the construction of the buildings and the commencement of
construction of the improvement of the site does not constitute the
commencement of construction of the buildings. As used in this
subsection, "improvement of the site" means the development or
enhancement of the property, preparatory to the commencement of
construction of a building, and includes:

- 25 (a) The demolition or removal of improvements, trees or other
26 vegetation;
- 27 (b) The drilling of test holes;
- 28 (c) Grading, grubbing, filling or excavating;
- (d) Constructing or installing sewers or other public utilities; or
- (e) Constructing a vault, cellar or room under sidewalks or making
improvements to the sidewalks in front of or adjoining the property.

1 Under NRS 108.22172:

2 "Property" means the land, real property or mining claim of an owner for
3 which a work of improvement was provided, including all buildings,
4 improvements and fixtures thereon, and a convenient space on, around
5 and about the same, or so much as may be required for the convenient
6 use and occupation thereof.

- 7 • Other indicia of "construction site" geography would include the permits, the design
8 intent, the interconnectivity of scopes and systems, and the contract documents.
- 9 • Industry standards and norms define when construction at a "single construction site"
10 ends. It is not always as simple as the mere cessation of work at the site. The completion
11 of construction at a site depends on well-known variables in the construction industry
12 that include: (1) the actual cessation of work at the site as mentioned in NRS 108.22116
13 ("Completion of the work of improvement" defined), (2) the completion of the work defined
14 in the construction contracts in accordance with the contracts' terms, (3) final payments
15 from the owner in exchange for statutory lien waivers and releases from the builders in
16 accordance with NRS 624.620 and NRS 108.2457, (4) the proper recordation of a notice
17 of completion by the owner under NRS 108.228, (5) the issuance of a "certificate of
18 occupancy" or a "certificate of completion" by the local building authority, and (6) the
19 issuance of a "certificate of substantial completion" by the project's architect.
- 20 • The Board's "Tesla Opinion" explains how the Board considers questions of a "single
21 construction site" versus multiple construction sites. The "Tesla Opinion" instructs:

22 When a license limit issue turns on the meaning of "single construction
23 site" -- for example when a licensee facing potential discipline for bidding
24 or performing work under multiple contracts for a single client in excess
25 of its 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
28 limits. The criteria are:

1. Geography - the geographic separation between the proffered sites;
 2. Time - the temporal separation between work performed at the proffered sites;
 3. Contract - the contractual separation between the proffered sites;
 4. Design - the design separation between the proffered sites;
 5. Permitting - the permitting separation between the proffered sites;
- and

6. Complexity – the overall complexity of the work performed between the proffered sites.

The weight and importance of any criteria vary based on the facts and circumstances of each situation.

Tesla Opinion, pp. 3-4.

- The Board also is authorized to respond to petitions for a declaratory order or advisory opinion as to the applicability of any provision of Chapter 624 of NRS. NAC 624.120; NRS 233B.120 (mandating each agency shall provide by regulation for the filing and prompt disposition of petitions for declaratory orders and advisory opinions as to the applicability if any statutory provision, agency regulation or decision of the agency); see also Tom v. Innovative Home Sys., LLC, 368 P.3d 1219, 1227-29 (Nev. App. 2016).

These tools help construction professionals answer the closer questions of whether something is a “single construction site” or multiple construction sites. The variations are countless, but some interesting hypotheticals were mentioned at the hearing: (1) two projects across the street from each other occurring at the same time with the same general contractor; (2) subcontracts divided by floor for work on a single high-rise building; and (3) a new addition to a building at least a year after the completion of the building’s principal construction and payment of all subcontractors and suppliers.

With respect to Silverwing, Mr. Gore observed multi-building construction projects in a single area, under a common name (e.g. “Fountainhouse”), under the same owner, under the same general contractor, with construction of buildings occurring progressively and simultaneously, with separate permits issued for each building but remaining open at the same time as other permits, and with subcontracts covering the entire development or multiple buildings. Based on his observations, experience in the industry, and guided by the tools discussed herein, Mr. Gore determined that Fountainhouse, Sky Vista, and Edgewater at Virginia Lake were “single construction sites” for purposes of NRS 624.220(2).

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IV.

"KNOWINGLY"

It is a cause for disciplinary action to "knowingly" enter into a contract with a contractor for work in excess of its limit or beyond the scope of its license. NRS 624.3015(3). NRS 624.024 defines the term "knowingly":

"Knowingly" imports a knowledge that the facts exist which constitute the act or omission, and does not require knowledge of the prohibition against the act or omission. Knowledge of any particular fact may be inferred from the knowledge of such other facts as should put an ordinarily prudent person on inquiry.

Mr. Witt testified he served as both the owner/developer and as the general contractor on his projects; he agreed that he developed his own properties. As both owner/developer and general contractor, Mr. Witt controlled the permits, the commencement and conclusion of construction, the payment of contractors and subcontractors, the order and progress of construction, the plans and specifications, and the contract documents. Mr. Witt also testified Silverwing was the principal drafter of the subcontracts. Mr. Witt testified that Silverwing checked the license limits of its subcontractors before entering into agreements with them. Regarding Silverwing's subcontract with B-2 license holder RDR Production Builders, Inc. to perform framing work, Mr. Witt conceded he should have checked RDR Production Builders' license before proceeding.

Mr. Witt's knowledge or belief that his building operation at Fountainhouse, Sky Vista, and Edgewater at Virginia Lake were "single construction sites" or multiple construction sites is *irrelevant*. Using the definition of "knowingly" in NRS 624.024, Silverwing by its own admission "knowingly" contracted with its subcontractors for work in excess of their limits on 30 separate occasions, and it "knowingly" contracted with a subcontractor (RDR) for work beyond the scope of its license.

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- 1 (e) Fees for necessary interpreters at any depositions or hearings;
- 2 (f) Fees for service and delivery of process and subpoenas; and
- 3 (g) Expenses for research including, without limitation, reasonable and necessary
- 4 expenses for computerized services for legal research.
- 5 NRS 622.400(2).

6 The Board's Disciplinary Case Costs are attached as Exhibit 1. The Case Costs include
 7 the attorney's fees for NSCB Prosecutor Noah Allison incurred for working up the case, preparing
 8 the briefs, and for the preparation and presentation of the case. The Case Costs also include
 9 the fees charged by the ALJ. Exhibit 1. The total attorney's fees and case costs to date are
 10 **\$28,739.00.** Exhibit 1.

VII.

CONCLUSION

13 In summary, the ALJ should determine the construction activity relevant to this matter
 14 occurred within the four corners of a "subdivision site" and apply NRS 624.220(2) under that
 15 phrase. Alternatively, the ALJ should determine the construction activity relevant to this matter
 16 occurred on a three separate "single construction sites" - Fountainhouse, Sky Vista, and
 17 Edgewater -- and apply NRS 624.220(2) accordingly. The ALJ should apply NRS 624.220(2) in
 18 accordance with constitutional principles. The ALJ should follow NRS 624.024 when
 19 considering the scienter element of NRS 624.3015(3). When determining fines, the ALJ should
 20 remain mindful of NAC 624.7251. Finally, when considering costs and fees, the ALJ should
 21 follow NRS 622.400. The Board thanks the ALJ for the attention he has given to this important
 22 matter and looks forward to his decision.

23 DATED this 26th day of October, 2017.

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 25 _____
 26 NOAH G. ALLISON, PROSECUTING ATTORNEY
 27 NEVADA STATE CONTRACTORS BOARD
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CERTIFICATE OF SERVICE

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I hereby certify that I am an employee of The Allison Law Firm Chtd., counsel for the Nevada State Contractors Board, and that on October 26, 2017, I served the attached **NEVADA STATE CONTRACTORS BOARD'S CLOSING BRIEF** in the above entitled matter by placing a true copy thereof, enclosed in a sealed envelope with postage prepaid thereon, in the United States Post Office mail, addressed as follows:

JUDGE PHILIP PRO
3800 Howard Hughes PARKWAY
11TH FLOOR
LAS VEGAS, NV 89169
Philipmpro@gmail.com

MICHAEL S. KIMMEL, ESQ.
50 W. LIBERTY STREET, STE 840
RENO, NV 89501
mkimmel@nevadalaw.com
Counsel for Respondent SILVERWING

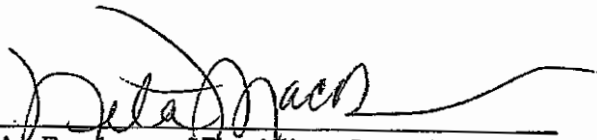

An Employee of The Allison Law Firm Chtd.,
Counsel for the Nevada State Contractors Board

EXHIBIT "1"

LICENSE NUMBER:44017
 COMPLAINT OPEN DATE:6-16
 HEARING DATE: 9-28-17

DISCIPLINARY CASE COSTS

LICENSEE: SILVERWING DEV
 INVESTIGATOR:JG
 CASE NUMBER:
 30042873

INVESTIGATION COSTS	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Feb-17	TOTAL
Board Hearing Dates						9/28/2017	
Phone Calls	0.20			0.40		0.60	1.20
Correspondence/Reports	0.10						0.10
Open Complaint file	0.10						0.10
Job Site Inspection							0.00
Investigation (Gather Evidence)		3.10	3.30	2.50	0.90	1.80	11.60
Administrative Hearings							0.00
Travel Time							0.00
Administrative Review & Prep.							0.00
Board Hearing Preparation					3.00	4.00	7.00
In-house counsel review & prep.						4.00	4.00
Board Hearing						4.00	4.00
SUB-TOTAL Invest.Time (hours)	0.40	3.10	3.30	2.90	3.90	13.80	27.40
Investigator Costs \$68.44 Per Hour	\$27	\$212	\$226	\$198	\$267	\$944	\$1,875
LEGAL SERVICES & FEES							
Attorney Time Pro						6,660.00	6,660.00
SUB-TOTAL LEGAL FEES @\$200.00 Hour	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,660.00	\$6,660.00
LEGAL SERVICES & FEES							
Attorney Time Allison						13,151.50	13,151.50
SUB-TOTAL LEGAL FEES @\$200.00 Hour	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,151.50	\$13,151.50
OTHER COSTS							
Postage						\$1,860.20	\$1,860.20
Exhibits/Copies						\$156.00	\$156.00
Board Meeting - Support staff costs						\$2,250.00	\$2,250.00
Board Meeting - member costs						\$1,368.80	\$1,368.80
Transcript of Proceedings						\$0.00	\$0.00
Court Reporter						\$1,417.00	\$1,417.00
SUB-TOTAL OTHER COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,052.00	\$7,052.00
TOTAL CASE COSTS	\$27.38	\$212.16	\$225.85	\$198.48	\$266.92	\$27,807.97	\$28,739

(10/26/2017)

EXHIBIT “11”

NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE

RENO, NEVADA 89511

IN THE MATTER OF:

Investigative Case No. 30042873

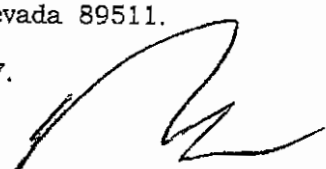
SILVERWING DEVELOPMENT,
J. CARTER WITT, III, PRESIDENT AND
QUALIFIED INDIVIDUAL,
LICENSE NO. 44017,

ERRATA TO NEVADA STATE
CONTRACTORS BOARD'S CLOSING BRIEF

RESPONDENT.

The address for the Nevada State Contractors Board on the NEVADA STATE CONTRACTORS BOARD'S CLOSING BRIEF, served on October 26, 2017, was incorrect. The correct address is: 5390 Kietzke Lane, Reno, Nevada 89511.

DATED this 26th day of October, 2017.



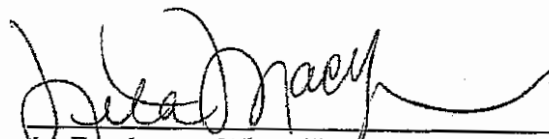
NOAH G. ALLISON, PROSECUTING ATTORNEY
NEVADA STATE CONTRACTORS BOARD

CERTIFICATE OF SERVICE

1
2 I hereby certify that I am an employee of The Allison Law Firm Chtd., counsel for the
3 Nevada State Contractors Board, and that on October 30, 2017, I served the attached **ERRATA**
4 **TO NEVADA STATE CONTRACTORS BOARD'S CLOSING BRIEF** in the above entitled matter
5 by placing a true copy thereof, enclosed in a sealed envelope with postage prepaid thereon, in
6 the United States Post Office mail, addressed as follows:

7 **JUDGE PHILIP PRO**
8 **3800 Howard Hughes PARKWAY**
9 **11TH FLOOR**
10 **LAS VEGAS, NV 89169**
11 **Philipmpro@gmail.com**

12 **MICHAEL S. KIMMEL, ESQ.**
13 **50 W. LIBERTY STREET, STE 840**
14 **RENO, NV 89501**
15 **mkimmel@nevadalaw.com**
16 **Counsel for Respondent SILVERWING**



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An Employee of The Allison Law Firm Chtd.,
Counsel for the Nevada State Contractors Board