

DOC # 0220334

05/07/2012

01:07 PM

Official Record

Recording requested By
EUREKA COUNTY

Eureka County - NV
Mike Rebaleati - Recorder

Fee

Page 1 of 34

RPTT:

Recorded By: FES

Book- 531 Page- 0192

APN# N/A

Recording Requested by:

Name EUREKA COUNTY

Address _____

City/State/Zip EUREKA, NV 89316



0220334

PARTIAL CONTRACT ASSUMPTION AGREEMENT

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

PARTIAL CONTRACT ASSUMPTION AGREEMENT

THIS PARTIAL CONTRACT ASSUMPTION AGREEMENT (this "Agreement") is hereby executed and effective as of this 7th day of May, 2012, by and between EUREKA COUNTY, NEVADA a political subdivision of the State of Nevada ("Eureka"), and LEGACY CONSTRUCTION & DEVELOPMENT, INC., a Nevada corporation ("Legacy") with each of the above-named parties being referred to as a "Party" or collectively as the "Parties."

RECITALS

A. Previously the NEVADA RURAL HOUSING AUTHORITY, a local government entity created and organized under Nevada Revised Statutes Chapter 315 ("NRHA") and Legacy entered into a contract (the "Contract"), dated May 31, 2011, with respect to the Eureka Canyon Project Phase 1 Stage 1 Subdivision Civil Improvements and the Eureka Canyon Project Phase 1 Multi-Family Civil Improvements (the Contract and all related documents being referred to as the "Legacy Contract Documents"). A copy of the Legacy Contract Documents is attached to this Agreement as **Attachment A**.

B. A portion of the Contract included the construction of certain improvements commonly known as the Eureka Canyon Project Phase 1 Stage 1 Subdivision Civil Improvements as described in Bid Schedule "A," Schedule A Bid Item Clarifications, and the Change Orders thereto (the "Single Family Improvements").

C. A second portion of the Contract included the construction of certain improvements commonly known as the Eureka Canyon Project Phase 1 Multi-Family Civil Improvements as described in Bid Schedule "B," Schedule B Bid Item Clarifications, and the Change Orders thereto (the "Multifamily Improvements").

D. Irrespective of the participation or lack thereof on the part of NRHA, the Parties desire, in accordance with the specific terms hereof, to complete the Single Family Improvements as quickly as practicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Eureka County and Legacy agree as follows:

AGREEMENT

1. **Assumption of Obligations.** Eureka hereby expressly agrees to assume and to undertake the performance of any and all obligations under the Contract and related documents for the improvements to the Single Family Improvements as described therein, and as changed by way of instructions from Eureka and/or through duly executed change orders which were previously obligations or requirements of NRHA. Eureka is fully aware and apprised of the condition of the Single Family Improvements as of the execution hereof and warrants that Eureka has fully reviewed the Contract as well as all documents related thereto, and unconditionally accepts the obligations & requirements, including specifically the obligation to pay Legacy for all of its work, materials and labor according to the terms of the Contract without regard to any action or



inaction, permission, approval or lack thereof on the part of NRHA. Both Legacy and Eureka acknowledge and agree that the terms of the Contract, as they apply to the Single Family Improvements shall be fully enforceable between them and that a significant portion of the Single Family Improvements have already been completed. Furthermore, that portion of the Single Family Improvements already completed are accepted by Eureka.

With respect to Eureka and the Single Family Project, the Contract Sum is \$2,352,160.77, as the same has been amended by Change Order No. 1, dated August 25, 2011 (resulting in a deduction of the Contract Sum by \$84,941.03), and Change Order No. 2, dated December 20, 2011 (resulting in an increase in the Contract Sum by \$12,848.00). In addition to the Contract sum set forth above, all parties acknowledge and agree that the additional mobilization caused by suspension of the Single Family Project due to winter conditions shall be paid to Legacy once said amount is finally determined.

2. Legacy Obligations. In consideration of the assumption by Eureka of the obligations of NRHA under the Contract, Legacy hereby expressly agrees that it will accept Eureka's assumption of obligations under the Contract and related documents, and shall complete the Single Family Improvements as set forth in the Contract as it may be amended or adjusted from time to time by mutual agreement or change order as quickly as practicable.

3. Performance and Labor and Material Bonds. Regarding the Labor and Material Bond, and the Performance Bond, each executed May 20, 2010, by Legacy, as principal, and Guarantee Company of North America, USA, as surety, Legacy shall obtain a written acknowledgement for Eureka clearly indicating that said bonds are unaffected hereby and that all guarantees stated therein are in full force and effect.

4. Contract Unaffected. This Agreement is intended to have no affect on the rights or obligations of NRHA under the Contract as it relates to the Multifamily Improvements and Project.

5. Miscellaneous.

5.1 Governing Law. The laws of the State of Nevada shall govern this Agreement.

5.2 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns; provided, however, that any assignment by any of the Parties without the prior express written consent of all other Parties shall be null and void.

5.3 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the Single Family Improvements and the Legacy Contract Documents, and can be amended or modified only in writing executed by all Parties.

(The remainder of this Page was intentionally left blank.)




5.4 Counterparts. This Agreement may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same agreement.

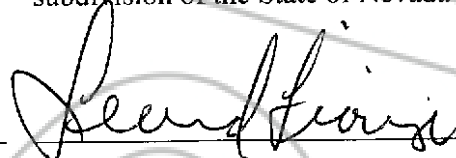
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be effective as set forth in this Agreement.

LEGACY CONSTRUCTION &
DEVELOPMENT, INC., a Nevada corporation

EUREKA COUNTY, NEVADA a political
subdivision of the State of Nevada



Scott L. Bulloch, President



Name: Leonard Fiorenzi
Its: Chairman

ATTACHMENT A

Legacy Contract Documents

[See following pages.]

COPY



NEVADA RURAL HOUSING AUTHORITY

EUREKA CANYON PROJECT PHASE 1 STAGE 1 SUBDIVISION CIVIL IMPROVEMENTS
AND
THE EUREKA CANYON PROJECT PHASE 1 MULTI-FAMILY CIVIL IMPROVEMENTS

CONTRACT

THIS AGREEMENT is made this 31 day of May, 2011, by and between Legacy Construction Nevada State License Number 0043329 hereinafter called CONTRACTOR, and the Nevada Rural Housing Authority, acting through its Board of Commissioners, hereinafter called the OWNER.

WITNESSETH:

THAT FOR and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

Article 1 - Scope of Work

The Contractor shall furnish all labor, materials, supplies, and equipment, and other services necessary to perform all the work described in the Specifications and Contract Documents, entitled Main Street Water & Sewer Reconstruction Project.

Article 2 - Time of Completion

The work to be performed under this Contract shall be completed within one hundred sixty-eight (168) calendar days after the commencement date set forth in the Notice to Proceed for the Eureka Canyon Project Phase 1 Stage 1 Civil Improvements, and one hundred twelve (112) calendar days after the commencement date set forth in the Notice to Proceed for the Eureka Canyon Project Phase 1 Multi-Family Civil Improvements, unless the period for completion is extended as provided in the Special Provisions.

Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extension of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, the sum of Two Thousand and Five Hundred Dollars (\$2,000.00), lawful money of the United States, for each calendar day required to complete the work in addition to the period of time herein before set forth.

Article 3 - Progress Payments

The Owner will pay the Contractor progress payments and the final payment in accordance with the methods set forth in the Special Provisions and this Contract.

Article 4 - Acceptance and Final Payment

As soon as practical, following the completion of the work, the Contractor shall make request by letter to the Engineer for a semi-final inspection after which the Engineer will furnish the Contractor a list of defective items, if any. Upon correction of the defective items, if any, the Contractor shall make request by letter to the Engineer for final inspection and acceptance of the work. If no further defects exist, and if in the Engineer's and Eureka County's opinion all provisions of the Specifications and Contract have been satisfied, the Engineer will recommend that the project be accepted at the next regularly scheduled Eureka County Commissioners meeting. Upon acceptance of the project by the Owner and Eureka County, the County Engineer

will complete the Notice of Completion and file said notice with the Eureka County Recorder. At the expiration of forty (40) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens, or outstanding debts have been filed against the work. Notwithstanding the expiration of forty (40) days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed have been paid before final payment is made.

Article 5 - The Contract Sum; Termination By Owner for Lack of Funding

5.1 Contract Sum. The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Specifications and to the satisfaction of the Engineer and Eureka County, amounts as set forth in the Proposal. This sum is to be paid in the manner and under the conditions hereinbefore specified. The terms and provisions of this Section 5.1 are subject to the operation and effect of Section 5.2 below.

5.2 Termination By Owner For Lack of Funding. The funding for the payment of the work is to be provided pursuant to a grant being awarded to Owner by Eureka County ("County"). Owner has no other source for funding the payment of the work. If for any reason County is unable, fails or refuses to fund all or a portion of the grant during the term of this Contract, then Owner shall have the right, at its election and without any other cause, to terminate this Contract upon notice thereof to the Contractor. Upon the delivery of such termination notice to the Contractor, Contractor shall immediately stop the work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

(a) If Owner terminates this Agreement pursuant to this Section 5.2, the Contractor shall be paid:

- (i) for the work performed to date including overhead and profit; and
- (ii) for all documented out of pocket demobilization costs and actual costs incurred as a result of the termination, but not including overhead or profit on work not performed.

(b) If Owner terminates this Agreement pursuant to this Section 5.2, then the Contractor shall:

- (i) execute and deliver to Owner all papers and take all action required to assign, transfer and vest in Owner the rights of the Contractor to all materials, supplies and equipment for which payment has or will be made in accordance with the contract documents and all subcontracts, orders and commitments which have been made in accordance with the contract documents;
- (ii) exert commercially reasonable and diligent efforts to reduce to a minimum Owner's liability for subcontracts, orders and commitments that have not been fulfilled at the time of the termination;
- (iii) cancel any subcontracts, orders and commitments as Owner directs; and
- (iv) sell at prices approved by Owner any materials, supplies and equipment as Owner directs, with all proceeds paid or credited to Owner.



Article 6 - Labor

That in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder, except as provided in NRS 608 and any applicable Federal regulations.

Article 7 - Performance and Labor and Material Bonds

The Contractor agrees that he will, before this Contract becomes effective, furnish the Owner with a Performance Bond and a Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the estimated amount prior to beginning of construction.

The Performance Bond shall be conditioned that the work under the Contract shall be performed in accordance with the Specifications and the terms of this Agreement.

The Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender, supplies, teams, trucks, and other means of transportation used in or upon or about the work and for any labor done thereon.

Article 8 - Preferred Bidder Provisions

As used in this Article 8, "Preferred Bidder Laws" means, collectively, all provisions relative to preferred bidders and preferred bidding as set forth in NRS Chapter 338, as amended and supplemented by Assembly Bill 144 of the 2011 session of the Nevada legislature as enacted into law and made effective as of April 27, 2011, together with all provisions set forth in NAC Chapter 338 applicable to the foregoing.

8.1 Contractor Representation, Warranty and Covenant. The Contractor hereby represents and warrants to Owner that it has complied fully, and is presently fully compliant with, all Preferred Bidder Laws relative to qualifying as a preferred bidder in entering into this Contract. The Contractor covenants that it shall at all times during the term of this Contract comply fully with all requirements for the Preferred Bidder Laws. Without limiting the foregoing, the Contractor hereby covenants for the term of this Contract that:

(a) At least fifty percent (50%) of all workers employed on the work, including, without limitation, any employees of the Contractor, and of any subcontractor engaged on the work, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;

(b) All vehicles used primarily for the work will be:

(1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Nevada Department of Motor Vehicles pursuant to NRS 706.826; or

(2) Registered in the State of Nevada;

(c) At least fifty percent (50%) of the design professionals working on the work, including, without limitation, any employees of the Contractor, and of any subcontractor engaged on the work, will have a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;



(d) at least twenty-five percent (25%) of the suppliers of the materials used for the work will be located in the State of Nevada; and

(e) The Contractor and any subcontractor engaged on the work will maintain and make available for inspection within the State of Nevada his or her records concerning payroll relating to the work.

8.2 Failure to Comply. Any failure of Contractor to comply or cause compliance fully with any requirement of paragraphs (a) to (e), inclusive, of Section 8.1 is a material breach of this Contract; and notwithstanding any term or provision of this Contract or the Contract documents identified in Article 9 below, shall entitle Owner to liquidated damages in the amount of ten percent (10%) of the Contract sum set forth in Article 5 above, as same may be increased or decreased pursuant to valid change orders.



Article 9 - The Contract Documents

The following is an enumeration of the Contract Documents and they are as fully a part of the Contract as if hereto attached or hereto repeated:

1. Notice to Bidders
2. Instructions to Bidders
3. Bid
4. Bid Schedule
5. Bid Bond
6. General Contractor Form
7. List of Subcontractors
8. Contract
9. Performance Bond
10. Bid Item Clarifications
11. General Provisions
12. Special Provisions
13. Prevailing Wage Rates
14. Plans / Figures
15. Geotechnical Investigation
16. Supplemental Agreements (if any)
17. Addenda (if any)
18. Standard Specifications for Public Works Construction and Addenda (Current Edition)
19. Standard Details for Public Works Construction

IN WITNESS WHEREOF, the said Contractor and the Owner, have caused the names of said parties to be affixed hereto, the day and year first above written.

OWNER (Nevada Rural Housing Authority)

By: *Thomas J. Cook*

Name: Thomas J. Cook

Title: Chairman, Board of Commissioners

CONTRACTOR Legacy Construction & Dev. Inc.

By: *Scott L. Bulloch*

Name: Scott L. Bulloch Pres.
(Please type)

(SEAL)

ATTEST (Contractor): Legacy Construction & Dev. Inc.

Name: *David Slack*

(Please type)

Title: Project Manager.

Address: 340 Falcon Ridge Pkwy #700
Mesquite, NV 89027



0220334

Book 531
Page: 201

05/07/2012
Page: 10 of 34

**SPECIFICATIONS
and
CONTRACT DOCUMENTS**

For the

**EUREKA CANYON PROJECT
PHASE 1 STAGE 1 SUBDIVISION
CIVIL IMPROVEMENTS**

AND

**EUREKA CANYON PROJECT
PHASE 1 MULTI-FAMILY CIVIL
IMPROVEMENTS**

Prepared For:

NEVADA RURAL HOUSING AUTHORITY

David Craig, Real Estate Director
3695 Desatoya Drive
Carson City, NV 89701
Phone: (775) 887-1178
Fax: (775) 887-1838

Prepared By:

SUMMIT ENGINEERING CORP.

Andrew Motter, P.E., Vice President
5405 Mae Anne Ave.
Reno, NV 89523
Phone: (775) 747-8550
FAX: (775) 747-8559
Email: Drew@Summitnv.com

PWP-EU-2011-249

April 2011



NEVADA RURAL HOUSING AUTHORITY

**EUREKA CANYON PROJECT PHASE 1 STAGE 1 SUBDIVISION CIVIL IMPROVEMENTS
AND**

EUREKA CANYON PROJECT PHASE 1 MULTI-FAMILY CIVIL IMPROVEMENTS

TABLE OF CONTENTS

BID DOCUMENTS

SECTION 1

Notice to Bidders.....	1
Instructions to Bidders.....	3
Bid Submittal Checklist.....	8
Bid.....	10
Bid Schedule A & Bid Schedule B.....	12
Bid Bond.....	32
General Contractor Form.....	33
List of Subcontractors.....	34
Affidavit of Non-Collusion	36
Experience Qualifications.....	37
Affidavit of Preferential Bid Status.....	38
Wage Compliance Forms.....	39
Contract.....	42
Labor and Materials Bond.....	45
Performance Bond.....	47

BID ITEM CLARIFICATION

SECTION 2

GENERAL PROVISIONS

SECTION 3

SPECIAL PROVISIONS

SECTION 4

PREVAILING WAGE RATES

SECTION 5



THIS PAGE IS INTENTIONALLY LEFT BLANK

COPY



NEVADA RURAL HOUSING AUTHORITY

EUREKA CANYON PROJECT PHASE 1 STAGE 1 SUBDIVISION CIVIL IMPROVEMENTS
AND
EUREKA CANYON PROJECT PHASE 1 MULTI-FAMILY CIVIL IMPROVEMENTS

NOTICE TO BIDDERS

1. Sealed bids will be received by the Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, NV, 89701, for performing the work as set forth in the Plans and Specifications for the Eureka Canyon Project Phase 1 Stage 1 Subdivision Civil Improvements and the Eureka Canyon Project Phase 1 Multi-Family Civil Improvements. The bids will be received before 1:30 p.m. local time on May 11, 2011 at the Nevada Rural Housing Authority office, Carson City, Nevada. Bids will be opened and read at 1:30 p.m. on May 11, 2011 in the Nevada Rural Housing Authority Conference Room. The Nevada Rural Housing Authority Board of Commissioners will consider awarding the contract on May 16, 2011 at specially scheduled meeting.
2. To assure consideration, all proposals shall be made on the blank form of the proposal attached to these Specifications. The completed forms shall be included in the bound proposal and shall be enclosed and sealed in an envelope which is addressed to Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, NV, 89701. The envelope shall be marked "Eureka Canyon Project Phase 1 Stage 1 Subdivision Civil Improvements and the Eureka Canyon Project Phase 1 Multi-Family Civil Improvements" and shall also display the bidder's name and mailing address. **Faxed or electronically mailed Proposals will not be accepted.**
3. The Bidder is advised that a **mandatory pre-bid conference** will be held on **May 2, 201, at 1:30 PM** in the Eureka County Public Works Conference Room, Eureka, Nevada, and a Bidder must attend in order to be considered a responsive Bidder. Bidders shall sign in between 1:15 PM and 1:30 PM, and any prospective bidder arriving after 1:30 PM shall be considered late and shall not be permitted to attend the conference and a bid proposal will not be accepted from such bidder. **The Owner will accept and entertain bids from only those prime contractors in attendance.**
4. The principal items of work for the Eureka Canyon Project Phase 1 Stage 1 Subdivision Civil Improvements and the Eureka Canyon Project Phase 1 Multi-Family Civil Improvements include: street and road grading, asphalt paving, water main installation, sewer main installation, storm drain installation, concrete curb and gutter, concrete sidewalk, utility trenching, and water and sewer services.
5. No proposals will be considered unless accompanied by cashier's check, certified check, or bid bond in an amount equal to five percent (5%) of the bid, made payable to the Nevada Rural Housing Authority.
6. Plans, Specifications, and Bid Documents may be examined at the following locations:

Summit Engineering Corp.
5405 Mae Anne Ave.
Reno, Nevada 89523

Nevada Rural Housing Authority
3695 Desatoya Drive
Carson City, NV 89701

Reno Builders Exchange
634 Ryland Street
Reno, Nevada 89502

Summit Engineering Corp.
1150 Lamoille Highway
Elko, NV 89801



Eureka County Public Works
701 South Main Street
Eureka, Nevada 89316

7. Copies of the Plans and Specifications will be available on Monday April 25, 2011 and may be obtained at the offices of Summit Engineering Corp., at 5405 Mae Anne Ave., Reno, Nevada 89523, [Voice: (775) 747-8550] for a non-refundable deposit of \$100.00 for each set plus any shipping costs, if applicable.



NEVADA RURAL HOUSING AUTHORITY

EUREKA CANYON PROJECT PHASE 1 STAGE 1 SUBDIVISION CIVIL IMPROVEMENTS AND THE EUREKA CANYON PROJECT PHASE 1 MULTI-FAMILY CIVIL IMPROVEMENTS

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids.

The Nevada Rural Housing Authority (herein called the "Owner"), invites formal bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received before 1:30 p.m. local time on May 11, 2011 at the Nevada Rural Housing Authority office, Carson City, Nevada. Bids will be publicly opened and read at 1:30 p.m. on May 11, 2011 in the Nevada Rural Housing Authority conference room. The Nevada Rural Housing Authority Board of Commissioners will consider awarding the contract on May 16, 2011, at a specially scheduled meeting.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof, as provided in the General Provisions. Any bid received after the time and date specified shall not be considered. Upon bid opening, no bidder may withdraw his bid until thirty (30) days after the actual date thereof.

2. Preparation of Bids.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, the bidder's mailing address, and identified as "Eureka Canyon Project Phase 1 Stage 1 Subdivision Civil Improvements and the Eureka Canyon Project Phase 1 Multi-Family Civil Improvements". If forwarded by mail, the sealed envelope must be enclosed in a separate mailing envelope and must contain the above referenced items and be addressed to the Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, NV, 89701. **Faxed or electronically mailed proposals will not be accepted.**

3. Mandatory Pre-Bid Conference

The Bidder is advised that a mandatory pre-bid conference will be held on **May 2, 2011, at 1:30 PM** in the Eureka County Public Works Conference Room, Eureka, Nevada, and a Bidder must attend in order to be considered a responsive Bidder. Bidders shall sign in between 1:15 PM and 1:30 PM, and any prospective bidder arriving after 1:30 PM shall be considered late and shall not be permitted to attend the conference and a bid proposal will not be accepted from such bidder. **The Owner will accept and entertain bids from only those prime contractors in attendance.**

4. Qualifications of Bidder.

The Owner may make such investigations as the Owner deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. As a minimum, Bidder shall, at the time of bidding, provide the Owner with financial, plant and equipment statements, as well as documentation of past experiences per NRS Chapter



338, Section 1377(3): successful completion of an appropriate number of projects of similar size, scope, or type. The Bidder shall complete the forms provided in, as directed in the instructions therein.

The Owner reserves the right to reject any bid if the evidence submitted by the bidder or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. Bid Security.

Each bid must be accompanied by certified check of the bidder or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the total bid. Such cash, checks, or bid bonds will be returned to all except the three (3) lowest bidders within three (3) days after the award of bids. The remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

6. Liquidated Damages for Failure to Enter into Contract.

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within seven (7) consecutive calendar days from the formal award of the contract, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the entire security deposited with his bid.

7. Conditions of Work.

Each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor hereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible the Contractor, in carrying out work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

8. Addenda and Interpretations.

No interpretation of the meaning of the plans, specifications, or other pre-bid documents shall be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Summit Engineering Corp., 5405 Mae Anne Ave., Reno, Nevada 89523, and to be given consideration must be received at least seven (7) calendar days prior to the date fixed for the opening of bids. Any resulting supplemental instructions will be in the form of written addenda to the specifications. All addenda will be distributed by fax or e-mail to all prospective bidders (at the number or address furnished for such purposes). Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents regardless of whether the successful bidder received the addenda.



9. Security for Faithful Performance.

Simultaneously with delivery of the executed contract, the bidder shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Provisions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Bidder is advised to review the specific bonding requirements regarding the required guarantee as contained in these specifications.

10. Power of Attorney.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout; and they will be deemed to be included in the contract the same as though written out in full.

12. Method of Award - Determination of Low Bidder.

The Nevada Rural Housing Authority Board of Commissioners reserves the right:

- A. To reject any or all Bids or accept the Bid which is deemed by the Nevada Rural Housing Authority Board of Commissioners to be in the best interest of the Nevada Rural Housing Authority and the general public;
- B. To accept or reject any or all Alternates or Options or any combination thereof; and
- C. To reject any or all Bids due to irregularities and/or informalities with the Bid submittals. This includes failure by a bidder to attend the Mandatory Pre-Bid Conference.

The Nevada Rural Housing Authority Board of Commissioners will award the Contract to a responsive and responsible Bidder submitting the lowest and "best bid", as established by the provisions of NRS 332.065 and 338.147. The low bid shall be determined by comparison of Bids on the basis of the total sum of:

- A. The unit price submitted by the bidder for each base bid item applied to the estimated quantity designated in the bid form for that item, plus
- B. The amounts of any base bid lump sum items, plus

The Owner reserves the right to negotiate with the low bidder, and/or to adjust the quantities to allow construction of this project to the fullest extent possible with the funds available.

13. Obligation of Bidder.

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract



documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document, or site changes due to natural causes, shall in no way relieve any bidder from any obligation in respect to a bid. Site changes due to natural causes prior to bid opening shall not be cause for bid alteration or withdrawal.

14. Notice to Proceed.

After the Contract has been awarded to and accepted by the selected bidder, the Owner will provide a written "Notice to Proceed", specifying a date on which the Contract period will begin. It is anticipated that the notice to proceed will be issued after the pre-construction conference, which is scheduled to be on May 20, 2011. Time is of the essence on this project. **The contractor will be required to mobilize and start construction beginning May 23, 2011.**

15. Time of Completion and Liquidated Damages.

A. Eureka Canyon Project Phase 1 Stage 1 Civil Improvements

The bidder must agree to fully complete the work within one hundred sixty-eight (168) calendar days of the date specified on the Notice to Proceed. The bidder also agrees to pay as liquidated damages, the sum of Two Thousand Dollars (\$2,000.00) for each consecutive calendar day thereafter the project is not substantially completed.

B. Eureka Canyon Project Phase 1 Multi-Family Civil Improvements

The bidder must agree to fully complete the work within one hundred twelve (112) calendar days of the date specified on the Notice to Proceed. The desired completion date for this portion of the project is September 2, 2011. The bidder also agrees to pay as liquidated damages, the sum of Two Thousand Dollars (\$2,000.00) for each consecutive calendar day thereafter the project is not substantially completed.

16. Method of Bidding.

The Owner invites the following bids: Bid Schedule for the construction of the Eureka Canyon Project Phase 1 Stage 1 Subdivision Civil Improvements and the Eureka Canyon Project Phase 1 Multi-Family Civil Improvements. The Owner reserves the expressed right to accept or reject any bid or combination of bids in accordance with the needs of the Owner.

17. Permits and Licenses

Bidders and subcontractors shall have a valid Nevada State Contractor's License in good standing for the type of work required on this Contract prior to the time set for the award of contract and shall maintain said licenses in good standing throughout the duration of the project.

18. Pre-Construction Conference



After the execution of the contract, but prior to the commencement of any work, a pre-construction conference between the Contractor, Construction Traffic Control Supervisor, major Subcontractors, representatives for Eureka County Public Works, utility companies, the Engineer, and the owner, will be held at a mutually acceptable time and place. The Contractor representatives present shall include, but is not limited to, the project manager and the superintendent for the project.

19. Project Location

The project is located within the Town of Eureka, Eureka County, Nevada. Refer to the project plans for additional details.

20. Labor Commissioner Identifying Number

The Nevada labor Commissioner's identifying number for this project is:

PWP-EU-2011-249 NRS 338.013 requires that identifying number to be included in all bids.



NEVADA RURAL HOUSING AUTHORITY

**EUREKA CANYON PROJECT PHASE 1 STAGE 1 SUBDIVISION CIVIL IMPROVEMENTS
AND
THE EUREKA CANYON PROJECT PHASE 1 MULTI-FAMILY CIVIL IMPROVEMENTS**

BID SUBMITTAL CHECKLIST

<input checked="" type="checkbox"/>	Bid
<input checked="" type="checkbox"/>	5% Bid Bond, Certified Check, or Cashier's Check
<input checked="" type="checkbox"/>	General Contractor Form
<input checked="" type="checkbox"/>	List of Subcontractors
<input checked="" type="checkbox"/>	Affidavit of Non-Collusion
<input checked="" type="checkbox"/>	Affidavit of Preferential Bid Status (if Applicable)
<input checked="" type="checkbox"/>	Experience Qualifications
<input checked="" type="checkbox"/>	Wage Compliance Forms
<input checked="" type="checkbox"/>	Addenda Acknowledgment (if any)



THIS PAGE IS INTENTIONALLY LEFT BLANK

COPY



NEVADA RURAL HOUSING AUTHORITY

**EUREKA CANYON PROJECT PHASE 1 STAGE 1 SUBDIVISION CIVIL IMPROVEMENTS
AND
THE EUREKA CANYON PROJECT PHASE 1 MULTI-FAMILY CIVIL
IMPROVEMENTS**

BID

This is the Bid of LEGACY CONSTRUCTION & DEVELOPMENT INC. (Company Name), of 340 FALCON RIDGE PARKWAY #700, MESQUITE, NV 89027 (Address), to furnish and deliver all materials and to do and perform all work necessary to construct the Eureka Canyon Project Phase 1 Stage 1 Subdivision Civil Improvements and the Eureka Canyon Project Phase 1 Multi-Family Civil Improvements, in accordance with the Instructions to Bidders, Contract form, Standard Specifications for Public Works Construction (latest edition, including all addenda), Standard Details for Public Works Construction (latest edition), Special Provisions, General Provisions, Supplemental Technical Specifications, Bid Item Clarification, and Drawings, including any amendments or addenda numbered _____ to all these aforementioned documents, all of which documents are hereinafter designated "Solicitation Documents".

To the Nevada Rural Housing Authority Board of Commissioners, (hereinafter designated "NRHABC"):

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid is made without collusion with any other person, firm, or corporation, that the Bidder has carefully examined the Solicitation Documents referred to and made a part hereof, and the Bidder proposes and agrees, if this Bid is accepted, that the Bidder will contract with the NRHABC, in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Solicitation Documents, in the manner and time prescribed and according to the requirements of the Engineer as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that the Bidder will accept in full payment therefore the following unit prices:



0220334

Book: 531
Page: 214

05/07/2012
Page: 23 of 34

If the Bidder is given written notice of the acceptance of this Bid within thirty (30) days of the time set for opening of Bids, the Bidder agrees to execute a Contract for the work and compensation stated herein. The Contract shall be in the form attached hereto and shall be executed within seven (7) calendar days after the Bidder receives notice of the award.

The undersigned agrees, if awarded the Contract, the work to be performed shall commence after the executed Contract Documents have been submitted, and within five (5) calendar days of the commencement date set forth in the Notice to Proceed. The work, including any and all options and alternates, shall be completed within one hundred sixty-eight (168) calendar days after the commencement date set forth in the Notice to Proceed for the Eureka Canyon Project Phase 1 Stage 1 Civil Improvements, and one hundred twelve (112) calendar days after the commencement date set forth in the Notice to Proceed for the Eureka Canyon Project Phase 1 Multi-Family Civil Improvements.

The undersigned states that the Bidder is aware of the provisions for liquidated damages as contained in Article 2 of the Contract and agrees that these are the proper measure of liquidated damages, which the NRHABC will sustain per diem by failure of the undersigned to complete in the time stipulated and said sum is not, nor should it be, construed as a penalty.

The undersigned further agrees, if awarded the Contract, to execute and deliver to the NRHABC, within seven (7) calendar days after award, the Contract and satisfactory Performance and Labor and Material Bonds in accordance with the Solicitation Documents.

Enclosed is a Bid Bond or other Surety in the amount of five percent (5%) of the total Bid, as required in the Instructions to Bidders.

Sincerely,



Signature

PRESIDENT

Title

Date: 5-11-11

Nevada License No.: 0043329 A UNLIMITED



NEVADA RURAL HOUSING AUTHORITY

EUREKA CANYON PROJECT PHASE 1 STAGE 1 SUBDIVISION CIVIL IMPROVEMENTS
AND
THE EUREKA CANYON PROJECT PHASE 1 MULTI-FAMILY CIVIL IMPROVEMENTS

GENERAL CONTRACTOR FORM

LEGACY CONSTRUCTION & DEV. INC.
(Firm Name)

0043329
(Nevada Contractors License #)

702-346-8955
(Telephone No.)

702-346-6690
(Fax No.)

SCOTT L. BULLOCH is authorized to enter into this Contract for
(Name of Officer)

the above listed firm.

The firm is: (check one)

☒ a corporation ☐ a partnership ☐ sole proprietorship

Principal Officers:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>SCOTT L. BULLOCH</u>	<u>PRESIDENT</u>	<u>[Signature]</u> Pres.

Owners Not Listed Above:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>

I, SCOTT L. BULLOCH, certify that the above lists include all officers, owners and financial partners of the above mentioned firm-corporate structure to the best of my knowledge.

[Signature] Pres. 5-11-11
(Signature) (Date)

NEVADA RURAL HOUSING AUTHORITY

**EUREKA CANYON PROJECT PHASE 1 STAGE 1 SUBDIVISION CIVIL IMPROVEMENTS
AND**

THE EUREKA CANYON PROJECT PHASE 1 MULTI-FAMILY CIVIL IMPROVEMENTS

LIST OF SUBCONTRACTORS

In accordance with NRS Chapter 338, Sections 141(1) and 141(2), each bid must include: the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. The lists must include a description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor. A prime contractor shall include his name on the list if he will perform any of the work required to be listed.

Furthermore, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS. The lists must include a description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor. A prime contractor shall include his name on the list if he will perform any of the work required to be listed.

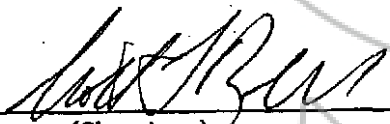
The contractor's bid shall be deemed not responsive if he either fails to submit the list within the required time; or submits a list that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376. A contractor's bid shall not be deemed not responsive on the grounds that the contractor submitted a list that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376 if the contractor, before the award of the contract, provides an acceptable replacement subcontractor in the manner set forth in Subsection 1 or 2 of NRS 338.13895.

It is Nevada Rural Housing Authorities desire to use local qualified labor and material providers whenever and wherever practical or possible. All labor and materials to be used on this project shall be used in a manner to maintain all quality control aspects of the contract. A list of these providers is to be maintained by N.R.H.A. and contractors will be obligated to keep N.R.H.A. informed of all aspects of the contract in this regard.



A contractor whose bid is accepted may only substitute a subcontractor for any subcontractor who is named in the bid as outlined in NRS Chapter 338, Sections 141(5) and 141(6).

Work to be Performed	Percent of Total Contract	Subcontractor's Name, Address, and License Number
1. Asphalt & Fog Seal	23%	Advanced Asphalt P.O. Box 2602, 10075 Pioneer Trail STE 215 Truckee, California 96160 License # 35835 A
2.		
3.		
4.		
5.		
6.		
7.		
8.		This is the complete listing of 5% and 1% subcontractors.
9.		
10.		

 Pres.
(Signature)

5-11-11
(Date)

You may submit this form with the first tier subcontractors who will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, with your bid to eliminate the need to submit within two (2) hours after bid opening.

Contractor may include additional sheets as needed.



0220334

Book 531
Page: 218

05/07/2012
Page: 27 of 34

NEVADA RURAL HOUSING AUTHORITY

EUREKA CANYON PROJECT PHASE 1 STAGE 1 SUBDIVISION CIVIL IMPROVEMENTS
AND
THE EUREKA CANYON PROJECT PHASE 1 MULTI-FAMILY CIVIL IMPROVEMENTS

AFFIDAVIT OF NON-COLLUSION

STATE OF NEVADA)
COUNTY OF CLARK) SS

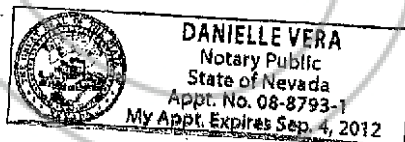
I, SCOTT L. BULLOCH (Name of party signing this affidavit and the Bid Form), PRESIDENT (title), under penalty of perjury, being duly sworn, depose and say: That LEGACY CONSTRUCTION & DEVELOPMENT (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

[Signature]
Signature

PRESIDENT
Title

SUBSCRIBED AND SWORN to before me
this 10th day of May, 2010.

[Signature]
NOTARY PUBLIC



**PROJECT
EXPERIENCE QUALIFICATIONS
(To Accompany Bid Form)**

The Bidder has been engaged in the contracting business, under the present business name for 15 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 15 years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to contractor except as follows:

NONE

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

YEAR	CONTRACT AMOUNT	TYPE OF WORK	LOCATION & FOR WHOM PERFORMED	CONTACT NAME	PHONE #
2010	\$85,787,526.62	GRADING, CONCRETE, PAVING UTILITY INSTALLATION	MESQUITE, NEVADA PULTE HOMES OF NEVADA	ANTHEM MESQUITE	702-357-6596
2009	\$12,631,146.67	BRIDGE DEMOLITION & RECONSTRUCTION, PAVING	MESQUITE / BUNKERVILLE, NV NEVADA DOT	ELIZABETH JACKSON	702-486-6580
2009	\$3,407,505.00	INSTALLATION OF FIBER OPTIC CONDUIT	ST. GEORGE UT TO BEAVER DAM, AZ. RELIANCE TELEPHONE	KELLY COOK	702-346-5211

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE & CAPACITY	CONDITION	LOCATION
4	657 E SCRAPER, CATERPILLAR	GOOD	MESQUITE, NEVADA
2	CATERPILLAR 627 AUGER SCRAPERS	GOOD	MESQUITE NEVADA
1	CATERPILLAR D6N WITH GPS	GOOD	MESQUITE, NV
1	D6T CATERPILLAR DOZER WITH GPS	EXELEN	KANAB, UT
1 EACH	CATERPILLAR 320 AND 325 EXCAVATOR	GOOD	MESQUITE, NV
2	KAWASAKI 90Z IN LOADER	EXELEN	BATTLE MOUNTAIN NEVADA
1	CATERPILLAR 14H WITH GPS	EXCELEN	MESQUITE, NEVADA

SIGNED: [Signature]

Pres

DATE: 5-11-11



PROJECT
AFFIDAVIT OF PREFERENTIAL BID STATUS
(To Accompany Bid Form)

For the purposes of the above referenced contract, I SCOTT L. BULLOCH,
as the (individual owner) (partner) (officer) (person designated to sign this form) do
hereby certify the firm listed below has met the requirements set forth in NRS 338.147,
as amended to qualify for bidder preference.

Providing false certification may result in criminal prosecution or administrative
sanctions.

Sworn before me this 10th

day of May, 2011

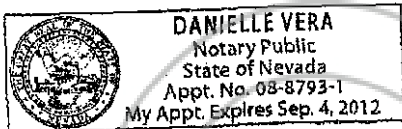
Danielle Vera
Notary Public, Judge or Other Officer

LEGACY CONSTRUCTION & DEV INC.
Firm Name

[Signature]
Signature

5-11-11
Date

SEAL



Laws relating to preference for Certain Contractors in Awarding Contracts for Public
Works - Nevada Revised Statute 338.147

1. A Public Body shall award a Contract for Public Work to the Contractor who submits the best bid.
2. Except as otherwise provided by Subsection 3, for the purpose of this section, a Contractor who has:
 - a) been found to be a responsible Contractor by the Public Body; and
 - b) paid the state and local taxes within the state for five (5) successive years before submitting the bid, shall be deemed to have submitted a better bid than a competing Contractor who has not paid taxes if the amount of his bid is not more than five percent (5%) higher than the amount bid by the competing Contractor and the bid does not exceed the amount of the cost of the work, whichever is less.
3. If any Federal statute or regulation precludes the granting of Federal assistance or reduces the amount of assistance for a particular Public Work because of the provisions of Subsection 2, those provisions do not apply insofar as their application would preclude or reduce Federal assistance for that work.

**CERTIFICATION OF BIDDER REGARDING PENALTIES FOR
NONCOMPLIANCE WITH NEVADA PREVAILING WAGE
REQUIREMENTS**

The undersigned bidder, proposed contractor or subcontractor certifies that:

1. This contract is for a public work project as set forth in Nevada Revised Statutes Chapter 338.
2. A contractor engaged on public works shall forfeit, as a penalty to the public body in behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work:
 - (a) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
 - (b) Is not reported to the labor commissioner and the public body awarding the contract as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the labor commissioner.

LEGACY CONSTRUCTION & DEVELOPMENT INC.
Name of Bidder

SCOTT L. BULLOCH, PRESIDENT
Name and Title of Authorized Representative


Signature

5-11-11
Date

FRINGE BENEFITS PLAN, FUND OR PROGRAM DISBURSEMENT INFORMATION

CONTRACTOR: LEGACY CONSTRUCTION & DEVELOPMENT INC.

CONTACT: JARED HOLLINGSHEAD PHONE: 702-346-8955

Classification FULL TIME EMPLOYEES

Paid per hour

Name, Address and Telephone Number of Fund Manager

\$ 0 Vacation

\$ 1.56 Health and Welfare

\$ 0 Pension

\$ 0 Apprentice/training

\$ 0 Other

JARED HOLLINGSHEAD
340 FALCON RIDGE PARKWAY #700
MESQUITE, NV 89027 702-346-8955

Classification _____

Paid per hour

Name, Address and Telephone Number of Fund Manager

\$ _____ Vacation

\$ _____ Health and Welfare

\$ _____ Pension

\$ _____ Apprentice/training

\$ _____ Other

**CERTIFICATION OF BIDDER, PROPOSED CONTRACTOR OR
SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY OR VOLUNTARY EXCLUSION**

The undersigned bidder, proposed contractor or subcontractor certifies, to the best of his knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.
2. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in public works contracts by the Nevada Labor Commissioner.
3. Where either the bidder or subcontractor is unable to certify to any of the above statements, the bidder or subcontractor shall attach an explanation as to why a certification cannot be submitted.

~~XXXXXXXXXX~~ LEGAL CONSTRUCTION'S DEVELOPMENT INC.
Name of Bidder, Proposed Contractor or Subcontractor

SCOTT L. BULLOCH, PRESIDENT
Name and Title of Authorized Representative


Signature

5-11-11
Date





THE GUARANTEE COMPANY OF NORTH AMERICA USA

11075 S. State Street, Suite 9-A

Sandy, Utah 84070

Phone: (801) 999-4178

Fax: (801) 878-9299

www.gcna.com

Troy DeLuca

Regional Surety Manager

Email: tdeluca@gcna.com

May 1, 2012

Steve Cook, CFO

Mesquite General Contracting and Legacy Construction & Development

340 Falcon Ridge Parkway, Suite 700

Mesquite, NV 89027

Re: Eureka County, NV and the Nevada Rural Housing Authority – Eureka Canyon Project – Phase 1 projects
(Subdivision Civil Improvements and Multi – Family Improvements)

To Whom It May Concern:

On 5/20/11, The Guarantee Company of North America, USA (GCNA) issued a performance and labor/material payment bond (bond # 11069932) in the amount of \$3,628,574.11 for the benefit of the above named projects. GCNA acknowledges that this project will be completed with Eureka County on the single family improvements. We have reviewed the assumption agreement and notwithstanding the change in project management and oversight responsibilities, the bond remains in full force and effect until the Obligatee/Owner (Eureka County and NRHA) accepts the work and determines you are completed with the projects.

If you have any questions, please feel free to contact our office.

Sincerely,

THE GUARANTEE COMPANY OF NORTH AMERICA, USA

Troy DeLuca

Regional Surety Manager

Rocky Mountain Region – Salt Lake City Office



0220334 Book: 531
Page: 225

05/07/2012
Page: 34 of 34