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DC/COMMUNITY SERVICES

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Page: 1 of 147 Fee: \$ 0.00

Bk: 0313 Pg: 058



Deputy sd

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Date: FEBRUARY 28, 2013

Recording Requested By:

Name: SCOTT MORGAN, COMMUNITY SERVICES

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City/State/Zip: _____

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CONTRACT #2013.032

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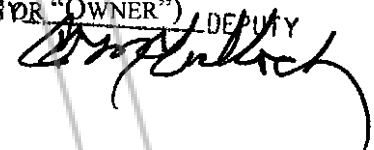
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**CONTRACT FOR DOUGLAS COUNTY COMMUNITY AND SENIOR CENTER
DESIGN BUILD SERVICES**

FED THUAN
CLERK

A CONTRACT ("CONTRACT") BETWEEN DOUGLAS COUNTY ("DOUGLAS COUNTY" OR "OWNER")

DEPUTY



AND

CORE CONSTRUCTION SERVICES OF NEVADA, INC.
("Design/Builder")

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Design/Builder herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Design/Builder represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. PROJECT DESCRIPTION. The project consists of the design and construction by Design/Builder of the Douglas County Community and Senior Center to be located at 1329 Waterloo Lane, Gardnerville, Nevada, as set forth and described in the Contract Documents listed below in Paragraph 4 (referred to herein as the "Project").

2. DESIGN AND CONSTRUCTION COVENANT(S).

A. In General. The Design/Builder hereby covenants and agrees to furnish the design of the Project in accordance with all professional architectural and engineering principles generally accepted as standards of the profession(s) in the State of Nevada, and shall construct the Project as designed, free from defects and deficiencies, all in compliance with the requirements of the Contract Documents listed below in Paragraph 4. The Design/Builder shall be responsible for performing and completing, and for causing all of its Subconsultants and Subcontractors to perform and complete the requirements set forth in the Contract Documents and all applicable laws. The Design/Builder covenants and warrants that the design and construction of the Project, and materials incorporated therein, shall meet the performance requirements of the Owner as described in the Contract Documents and shall be consistent with the Design/Builder's Proposal submitted to the County on December 21, 2012 (the "Proposal"). The Design/Builder shall assume overall responsibility for ensuring that the design and construction of the Project is completed in a satisfactory manner.

B. Project Design. The Design/Builder shall use the key personnel of the design firm or firms identified in the Design/Builder's Proposal to provide the professional

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design services (which include architectural and engineering services) necessary for design of the Project and preparation of the Drawings (as defined in General Conditions attached hereto) for the Project in accordance with all Contract Documents listed in Paragraph 4 below, and all other applicable documents and/or legal and county code requirements. The Design/Builder shall be responsible for all errors, omissions, inconsistencies or other deficiencies in the design of the Project and/or in the Drawings. The Drawings shall be prepared by qualified architects, engineers and other appropriately qualified professionals, selected and employed by the Design/Builder and duly licensed in the State of Nevada.

C. **Project Construction.** The Design/Builder shall furnish all labor, materials, equipment, transportation and other services necessary for construction of the Project (including, without limitation, the site work, structures, utilities and landscaping) in accordance with all Contract Documents listed in Paragraph 4 below, the Drawings, and all other applicable documents and/or legal and county code requirements. The Design/Builder hereby covenants and agrees to undertake and complete the Work (as defined in the General Conditions attached hereto) in a good, substantial, and workmanlike manner in compliance with the Contract Documents.

3. **COMPENSATION.** For performance of the Work, the Owner agrees to pay the Design/Builder the following maximum amount for the Work (including all professional services) required by the Contract, excluding any amount related to costs that may be incurred as a result of unexpected conditions or occurrences as authorized by this contract: Sixteen Million Nine Hundred Eighty Five Thousand Four Hundred Fourteen and 00/100 Dollars (\$16,985,414.00) (the "Contract Amount").

4. **DOCUMENTS INCORPORATED.** The following exhibits are by this reference incorporated herein and are made part of this Contract (collectively referred to as the "Contract Documents"):

- Exhibit A – General Conditions, attached hereto
- Exhibit B – Supplemental Conditions, attached hereto
- Exhibit C – Design Bid Proposal submitted by Design Build Team to Douglas County on December 21, 2012
- Exhibit D – Request for Proposals issued by Douglas County for the Project, including all attachments, addendums, design criteria, site plans, floor plans, sections, elevations, and other supporting documents issued by Douglas County regarding the Project
- Exhibit E – Applicable Prevailing Wage Rates for Douglas County which the Design/Builder is required to comply with for the Project pursuant to NRS § 338.1727(8)(a)
- Exhibit F - Description of Compliance—with Design Criteria
- Exhibit G - Guaranteed Maximum Price
- Exhibit H - Enumeration of Documents
- Exhibit I - Baseline Project Schedule

Exhibit J – Videotape from interview conducted January 22, 2013

5. PERIOD OF PERFORMANCE. Design/Builder shall perform and complete all Work required by this Contract no later than December 26, 2014 (“Scheduled Final Completion Date”). This completion date may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the Contract. Design/Builder shall begin performance upon receipt of a Notice to Proceed from Douglas County. In the event Douglas County issues the Notice of Proceed after March 5, 2013 through no fault of Design/Builder, the Scheduled Final Completion Date shall be extended by the number of days after March 5, 2013 the Notice to Proceed is issued by Douglas County.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

DOUGLAS COUNTY:

Stephen Mokrohisky
Douglas County Manager
P.O. Box 218
Minden, NV 89423

With a copy to:

Scott Morgan
Director of Community Services
PO Box 218
Minden, NV 89423

DESIGN/BUILDER REPRESENTATIVE:

Seth Maurer
Vice President
Core Construction Services of Nevada, Inc.
7150 Cascade Valley Court
Las Vegas, NV 89128

With a copy to:

Jim Miller
Director of Operations
Construction Services of Nevada, Inc.
5426 Longley Lane, Suite B
Reno, NV 89511

Any notice required or permitted under this Contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The County or Design/Builder may change the address or representative by giving written NOTICE to the other party.

7. **GOVERNING LAW.** Nevada Law shall govern the interpretation of this Contract.

8. **EFFECTIVE DATE OF CONTRACT.** The Effective Date of the Contract shall coincide with the signature date below of Douglas County's representative.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

DESIGN/BUILDER:

CORE CONSTRUCTION SERVICES OF NEVADA, INC.

Seth Maurer
Seth Maurer, Vice President (Date)

DOUGLAS COUNTY:

Gregg Lynn 2.27.13
GREGG LYNN, Chairman (Date)
Douglas County Board of Commissioners

ATTEST:

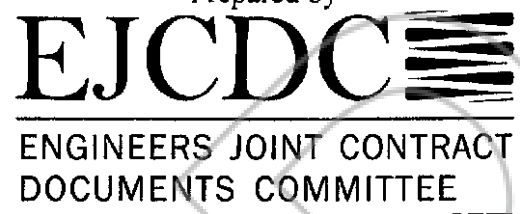
Ted Thran, Douglas County Clerk

By: Ted Thran

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

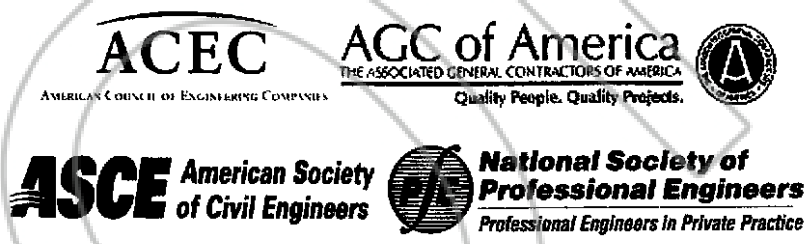
STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

These General Conditions have been prepared for use with either one of the two Agreements between Owner and Design/Builder (EJCDC D-520 and D-525, 2009 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. The comments and instructions contained in the Guide to Use of EJCDC Design/Build Documents (EJCDC D-001, 2009 Edition) are also carefully interrelated with the wording of these General Conditions.

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**STANDARD GENERAL CONDITIONS OF THE
CONTRACT BETWEEN
OWNER AND DESIGN/BUILDER**

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*: Written or graphic instruments issued prior to the opening of Proposals which clarify, correct or change the Request for Proposals or the Contract Documents.
2. *Agreement*: The written instrument which is evidence of the agreement between Owner and Design/Builder covering the Work.
3. *Application for Payment*: The form which is to be used by Design/Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. *Bonds*: Performance and payment bonds and other instruments of security.
6. *Change Order*: A written order which is signed by Design/Builder and Owner which authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
7. *Claim*: A demand or assertion by Owner or Design/Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a claim.
8. *Conceptual Documents*: The drawings and specifications and/or other graphic or written materials, criteria and information concerning Owner's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements,

flexibility and expandability, including those items enumerated in the Request for Proposals which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for Owner.

9. *Construction*: The part of the Work that is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.
10. *Construction Subagreement*: A written agreement between Design/Builder and a construction Subcontractor for provision of Construction.
11. *Contract*: The entire and integrated written agreement between Owner and Design/Builder concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.
13. *Contract Price*: The moneys payable by Owner to Design/Builder for completion of the Work in accordance with the Contract Documents.
14. *Contract Times*: The numbers of days or the dates stated in the Agreement to (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment in accordance with Paragraph 13.08.
15. *Design/Builder*: The individual or entity with whom Owner has entered into the Agreement.
16. *Design Subagreement*: A written agreement between Design/Builder and a design professional for provision of Design Professional Services.
17. *Design Professional Services*: That part of the Work comprised of services relating to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals during Bidding/Negotiating, Construction, or Operational phases.
18. *Drawings*: Those portions of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the Work.
19. *Effective Date of the Agreement*: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Field Order*: A written order issued by Owner which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *Hazardous Environmental Condition*: The presence at the Site of Asbestos, Hazardous Waste, PCB's, Petroleum Products or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto on connection with the Work.
22. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
23. *Laws or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
24. *Liens*: Charges, security interests or encumbrances upon real property or personal property.
25. *Milestone*: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
26. *Notice of Award*: The written notice by Owner to the successful proposer stating that upon compliance by the successful proposer with the conditions precedent included therein, within the time specified, Owner will sign and deliver the Agreement.
27. *Notice to Proceed*: A written notice given by Owner to Design/Builder fixing the date on which the Contract Times will commence to run and on which Design/Builder shall start to perform the Work.
28. *Owner*: The individual or entity with whom Design/Builder has entered into the Agreement and for whom the Work is to be performed.
29. *Owner's Consultant*: An individual or entity with whom the Owner may contract to furnish services to Owner with respect to the Project and who is identified as such in the Supplementary Conditions.
30. *Partial Utilization*: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
31. *PCBs*: Polychlorinated biphenyls.
32. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
33. *Project*: The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

34. *Proposal*: The documents submitted by Design/Builder in response to the Request for Proposals setting forth the design concepts, proposed prices, and other conditions for the Work to be performed.
35. *Radioactive Material*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Request for Proposals*: The document prepared by or for Owner specifying and describing Owner's objectives and the procedure to be followed in preparing and submitting a Proposal and awarding a contract.
37. *Resident Project Representative*: The authorized representative of Owner who may be assigned to the Site or any part thereof.
38. *Schedule of Values*: A schedule prepared by Design/Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work.
39. *Site*: Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design/Builder.
40. *Specifications*: The part of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
41. *Subcontractor*: An individual or entity other than a Supplier having a direct contract with Design/Builder or with any other Subcontractor for the performance of a part of the Work.
42. *Submittal*: A written or graphic document prepared by or for Design/Builder which is required by the Contract Documents to be submitted to Owner by Design/Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.
43. *Substantial Completion*: The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
44. *Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Design/Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design/Builder or any Subcontractor.
46. *Unit Price Work*: Work to be paid for on the basis of unit prices.
47. *Work*: The entire design and construction or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents.
48. *Work Change Directive*: A written directive to Design/Builder, issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion or revision in the Work, or responding to differing site conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B are not defined terms, but when used in the Contract Documents have the indicated meanings.

B. *Intent of Certain Terms or Adjectives*:

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.
3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.
5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design/Builder, "provide" is implied.
7. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

- A. When Design/Builder delivers the executed Agreements to Owner, Design/Builder shall also deliver to Owner such Bonds as Design/Builder may be required to furnish in accordance with Paragraph 5.01.A.
- B. *Evidence of Insurance:* Before any Work is started, Design/Builder and Owner shall each deliver to the other those certificates of insurance that Design/Builder and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. Unless agreed to in writing by Owner and Design/Builder, the Contract Times will commence to run no later than the ninetieth day after the last day for receipt of the Proposal or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.03 *Starting the Work*

- A. Design/Builder shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.04 *Before Starting the Work*

- A. *Design/Builder's Review of Conceptual Documents:* Before undertaking the Work, Design/Builder shall carefully study and compare those Conceptual Documents prepared by Owner and check and verify pertinent figures therein and all applicable field measurements. Design/Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design/Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby; however, Design/Builder shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Conceptual Documents unless Design/Builder knew thereof.

B. Preliminary Schedules: Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design/Builder shall submit the following to Owner for its timely review:

1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. A preliminary schedule of Submittals which will list each required Submittal and the times for submitting, reviewing and processing each Submittal;
3. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and
4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

2.05 *Initial Conference*

- A. Within twenty days after the Contract Times start to run, Design/Builder will arrange a conference attended by Owner and Design/Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in Paragraph 2.04.B, procedures for handling Submittals, processing Applications for Payment, maintaining required records, items required pursuant to Paragraph 8.01.A.6 and other matters.
- B. At the initial conference Owner and Design/Builder each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.06 *Initial Acceptance of Schedules*

- A. At least ten days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design/Builder will arrange a conference attended by Design/Builder, Owner and others as appropriate to review for acceptability the schedules submitted in accordance with Paragraph 2.04.B. Design/Builder shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Design/Builder until the acceptable schedules are submitted to Owner.
 1. The progress schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on Owner responsibility for the progress schedule, for

sequencing, scheduling or progress of the Work nor interfere with nor relieve Design/Builder from Design/Builder's full responsibility therefor.

2. Design/Builder's schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required Submittals.
3. Design/Builder's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. It is the intent of the Contract Documents including but not limited to the Conceptual Documents, the Drawings, and the Specifications to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Design/Builder will furnish or perform all labor, documentation, services, materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called, for at no additional cost to Owner.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws or Regulations.

1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, Design/Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner or its officers, directors, members, partners, employees, agents, consultants, or subcontractors any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Resolving Discrepancies*

A. In the event of a discrepancy between the Conceptual Documents on the one hand and the Proposal or Drawings or Specifications on the other hand, the Conceptual Documents will control except when Owner has approved a Submittal pursuant to Paragraph 6.17.B.

B. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Owner's approval of required Submittals (pursuant to Paragraph 6.17.B);
2. A Work Change Directive;
3. A Change Order;
4. A Field Order.

3.05 *Reuse of Documents*

A. All documents including Drawings and Specifications prepared or furnished by Design/Builder pursuant to this Agreement are for Design/Builder's own use, and Design/Builder shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others. However, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse or any continued use after any termination without written verification or adaptation by Design/Builder for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design/Builder and Owner shall indemnify and hold harmless Design/Builder and Subcontractors from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Design/Builder to further compensation at rates to be agreed upon by Owner and Design/Builder.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner to Design/Builder or Design/Builder to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or

other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Design/Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site which Design/Builder will have to comply in performing the Work. Unless otherwise provided in the Contract Documents, Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Design/Builder and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in Owner's furnishing the Site, Design/Builder may make a Claim therefor as provided in Article 9.
- B. Upon reasonable written request, Owner shall furnish Design/Builder with a current statement of record legal title and legal description of the lands upon which the Construction is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws or Regulations.
- C. Design/Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Differing Site Conditions

- A. Design/Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.

- B. Owner will investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Design/Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 9.
- C. No request by Design/Builder for an equitable adjustment under Paragraph 4.02 shall be allowed unless Design/Builder has given the written notice required; provided that the time prescribed in 9.03.A for giving written notice may be extended by Owner.
- D. The provisions of this Paragraph 4.02 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

4.03 *Reference Points*

- A. Design/Builder shall be responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner pursuant to Paragraph 8.01.A.6.e, and shall make no changes or relocations without the prior written approval of Owner. Design/Builder shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Hazardous Environmental Condition at Site*

- A. Design/Builder will not be responsible for any Hazardous Environmental Condition encountered at the Site which was not identified in the Contract Documents to be within the scope of the Work. Design/Builder shall be responsible for materials creating a Hazardous Environmental Condition created by any materials brought to the Site by Design/Builder, Subcontractors, Suppliers or anyone else for whom Design/Builder is responsible.
- B. If Design/Builder encounters a Hazardous Environmental Condition, Design/Builder shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Construction in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16); and (iii) notify Owner (and thereafter confirm such notice in writing). Owner shall promptly determine the necessity of retaining a qualified expert to evaluate such condition or take corrective action, if any.
- C. Design/Builder shall not be required to resume Construction in connection with such Hazardous Environmental Condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Design/Builder written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Construction, or (ii) specifying any special conditions under which such Construction may be resumed safely. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Construction stoppage or such special conditions under which Construction is agreed to be resumed by Design/Builder, either party may make a Claim therefor as provided in Article 9.

- D. If after receipt of such special written notice Design/Builder does not agree to resume Construction based on a reasonable belief it is unsafe, or does not agree to resume such Construction under such special conditions, then Owner may order such portion of the Work that is related to such Hazardous Environmental Condition to be deleted from the Work. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Article 9. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- E. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder, Subcontractors, Suppliers and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Contract Documents to be included in the scope of the Work, and (iii) was not created by Design/Builder or by anyone for whom Design/Builder is responsible. Nothing in this Paragraph 4.04.E shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- F. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultant and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition created by Design/Builder or anyone for whom Design/Builder is responsible. Nothing in this Paragraph 4.04.F shall obligate Design/Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment and Other Bonds*

- A. Design/Builder shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Design/Builder's obligations to furnish, provide and pay for Work and related materials under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Design/Builder shall also furnish such other Bonds as are required by the Contract Documents.
- B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All

Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- C. If the surety on any Bond furnished by Design/Builder is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B and 5.02, Design/Builder shall within twenty days thereafter substitute another Bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Design/Builder shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Design/Builder shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured or loss payee) which Design/Builder is required to purchase and maintain.
- B. Owner shall deliver to Design/Builder, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Design/Builder or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Design/Builder's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Design/Builder's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Design/Builder.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Design/Builder's liability under the indemnities granted to Owner and others in the Contract Documents.

5.04 *Design/Builder's Insurance*

- A. Design/Builder shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Design/Builder's performance of the Work and Design/Builder's other obligations

under the Contract Documents, whether it is to be performed by Design/Builder, any Subcontractor or Supplier or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
2. Claims based on the provision of professional services, including but not limited to the design services performed by Design/Builder, to be insured under a professional liability insurance policy or endorsement;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design/Builder's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design/Builder's employees;
4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Design/Builder, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by paragraph 5.04.A shall:

1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds Owner and Owner's Consultants and any other persons or entities indicated in the Supplementary Conditions (subject to any customary exclusion in respect of professional liability), all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, and employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. Include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. Include contractual liability insurance covering Design/Builder's indemnity obligations under Paragraphs 6.11 and 6.21;
4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has

been given to Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Design/Builder pursuant to Paragraph 5.03 will so provide);

5. Remain in effect at least until final payment and at all times thereafter when Design/Builder may be correcting, removing or replacing defective Construction in accordance with Paragraphs 12.06 and 12.07; and
7. Include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Design/Builder shall furnish Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Design/Builder under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Construction at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws or Regulations). This insurance will:
 1. Include the interests of Owner, Owner's Consultant, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Construction, temporary buildings, falsework, and all materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Construction, provided that such materials and equipment have been included in an Application for Payment approved by Owner;
5. Allow for partial utilization by Owner of the Work;
6. Include testing and start-up; and
7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner and Design/Builder with thirty days' written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which will include the interests of Owner, Owner's Consultants, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Owner in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days' prior written notice has been given to Design/Builder and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Design/Builder, Subcontractors, Suppliers, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Design/Builder, Subcontractor, or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Design/Builder requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Design/Builder by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Design/Builder whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Design/Builder intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Owner's Consultant, Design/Builder, Subcontractors, Suppliers, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Design/Builder waive

all rights against each other and their respective officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Owner's Consultant, Subcontractors, Suppliers, and all other individuals or entities identified in the Supplementary Conditions as insureds or loss payees under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Design/Builder, Subcontractors, and Suppliers and the officers, directors, members, employees and agents of any of them for:

1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property caused by, arising out of or resulting from fire or other peril whether or not insured by Owner; and
2. Loss or damage to the completed Project or any part thereof caused by, arising out of, or resulting from fire or other insured peril or cause or loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 13.06, after Substantial Completion pursuant to Paragraph 13.05, or after final payment pursuant to Paragraph 13.08.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Design/Builder, Subcontractors, Owner's Consultant, and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Construction shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Design/Builder has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of their not complying with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by Paragraph 2.04.C. Owner and Design/Builder shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was supposed to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurance

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 13.06, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – DESIGN/BUILDER'S RESPONSIBILITIES

6.01 Design Professional Services

A. *Standard of Care:* The standard of care for all Design Professional Services performed or furnished by Design/Builder under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar conditions at the same time and in the same locality.

B. *Preliminary Design Phase:* After the Contract Times commence to run, Design/Builder shall:

1. Consult with Owner to understand Owner's requirements for the Project and review available data;
2. Advise Owner as to the necessity of Owner's providing or obtaining from others additional reports, data, or services of the types provided in Paragraph 8.01.A.6.a-g and assist Owner in obtaining such reports, data, or services;
3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Design/Builder with whom consultation is to be undertaken in connection with the Project;

4. Obtain such additional geotechnical and related information which it deems necessary for performance of the Work;
5. On the basis of the Conceptual Documents and Design/Builder's Proposal, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;
6. Furnish the preliminary design documents to and review them with Owner within the times indicated in the schedules described in Paragraphs 2.06.A.1 and 2.06.A.2; and
7. Identify any variations in the preliminary design documents from the Contract Documents in accordance with 6.17.B.

C. Final Design Phase:

After written acceptance by Owner of the preliminary design phase documents Design/Builder shall:

1. On the basis of the accepted Preliminary Design Phase documents, prepare final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design/Builder and Specifications (which will be prepared, where appropriate, in general conformance with the format recommended by the Construction Specifications Institute);
2. Provide technical criteria, written descriptions, and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;
3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in Paragraphs 2.06.A.1 and 2.06.A.2; and
4. Identify any deviations from other Contract Documents in accordance with Paragraph 6.17.B.

6.02 Supervision and Superintendence of Construction

- A. Design/Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design/Builder shall be solely responsible for the means, methods, techniques, sequences, and procedures of Construction. Design/Builder shall be responsible to see that the completed Construction complies fully with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.
- B. At all times during the progress of Construction, the Design/Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

6.03 Labor, Working Hours

- A. Design/Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design/Builder shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Construction at the Site shall be performed during regular working hours, and Design/Builder will not permit overtime work or the performance of Construction on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld).

6.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Design/Builder shall furnish or cause to be furnished and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified by Owner, or in the Drawings or Specifications, or if not specified shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design/Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.05 Progress Schedule

- A. Design/Builder shall adhere to the progress schedule established in accordance with Paragraph 2.06.A as it may be adjusted from time to time as provided below:
 - 1. Design/Builder shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.
 - 2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 11.02. Such adjustments may only be made by a Change Order or .

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Design/Builder shall not employ any Subcontractor, Supplier, or other individual or entity against whom Owner may have reasonable objection. Design/Builder shall not be required to employ

any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Design/Builder has reasonable objection.

B. Design/Builder shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Design/Builder is responsible for Design/Builder's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier, or other individual or entity;
2. shall create any obligation on the part of Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws or Regulations.

C. Design/Builder shall be solely responsible for scheduling and coordinating Subcontractors, Suppliers, and other individuals and entities performing or furnishing any of the Work under a direct or indirect contract with Design/Builder.

D. Design/Builder shall require all Subcontractors, Suppliers, and such other individuals and entities performing or furnishing any of the Work to communicate with the Owner through Design/Builder.

E. All Work performed for Design/Builder by a Subcontractor or Supplier will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design/Builder and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Design/Builder and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Design/Builder, Owner's Consultant, and all other loss payees (and their officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Design/Builder will obtain the same.

6.07 Patent Fees and Royalties

A. Design/Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Conceptual Documents for use in the performance of the Construction and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Conceptual Documents.

- B. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner and Owner's Consultant, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device except those required by the Conceptual Documents.
- C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder and its officers, directors, members, partners, employees or agents, Subcontractors and Suppliers from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device required by the Conceptual Documents, but not identified by Owner as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

6.08 Permits

- A. Unless otherwise provided in the Contract Documents, Design/Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. Owner shall assist Design/Builder, when necessary, in obtaining such permits, licenses and approvals. Design/Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work, which are applicable on the last day for receipt of Proposals. Design/Builder shall pay all charges of utility owners for connections for providing permanent service to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto.

6.09 Laws or Regulations

- A. Design/Builder shall give all notices required by and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design/Builder's compliance with any Laws or Regulations.
- B. If Design/Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design/Builder shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.
- C. Changes in Laws or Regulations not known on the Effective Date having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Times.

6.10 Taxes

A. Design/Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design/Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas.

1. Design/Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design/Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of Work, Design/Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design/Builder's performance of the Construction.

B. *Removal of Debris:* During the performance of the Construction, Design/Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.

C. *Cleaning:* Prior to Substantial Completion, Design/Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design/Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Design/Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design/Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Design/Builder shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and Work Change Directives in good

order and annotated to show all changes made during performance of the Work. These record documents together with all approved Submittals will be available to Owner for reference. Upon completion of the Work, these record documents and Submittals will be delivered to Owner.

6.13 Safety and Protection

A. Design/Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design/Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. Design/Builder shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design/Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Design/Builder shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Design/Builder shall inform Owner of the specific requirements of Design/Builder's safety program with which Owner and its employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Design/Builder, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design/Builder.

F. Design/Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design/Builder in accordance with Paragraph 13.08.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Design/Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Design/Builder shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design/Builder is obligated to act to prevent threatened damage, injury or loss. Design/Builder shall give Owner prompt written notice if Design/Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Design/Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Submittals

A. Owner will review and approve Submittals in accordance with the schedule of required Submittals accepted by Owner as required by Paragraph 2.06.A. Owner's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the construction, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

B. Owner's review and approval of Submittals shall not relieve Design/Builder from responsibility for any variation from the requirements of the Contract Documents unless Design/Builder has in a separate written communication at the time of submission called Owner's attention to each such variation and Owner has given written approval.

C. Construction prior to Owner's review and approval of any required Submittal will be at the sole risk of Design/Builder.

6.18 Continuing the Work

A. Design/Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Design/Builder and Owner may otherwise agree in writing.

6.19 Post-Construction Phase

A. Design/Builder shall:

1. Provide assistance in connection with the start-up, testing, refining and adjusting of any equipment or system.
2. Assist Owner in training staff to operate and maintain the Work.
3. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Work.

6.20 Design/Builder's General Warranty and Guarantee

A. Design/Builder warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective.

B. Design/Builder's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification or improper maintenance or operation by persons other than Design/Builder, Subcontractors, or Suppliers or any other individual for whom Design/Builder is responsible; or
2. normal wear and tear under normal usage.

C. Design/Builder's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design/Builder's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Owner;
2. The making of any progress or final payment;
3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Submittal;
6. Any inspection, test, or approval by others; or
7. Any correction of defective Construction by Owner.

6.21 Indemnification

A. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants, and the officers, members, directors, partners, employees,

agents, other consultants and subcontractors of each from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom) but only to the extent caused by any negligent act or omission of Design/Builder, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work.

- B. In any and all claims against Owner, Owner's Consultant, or any of their respective consultants, agents, officers, members, directors, partners or employees by any employee (or the survivor or personal representative of such employee) of Design/Builder, any Subcontractor, any Supplier, any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.21.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Design/Builder or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. The indemnification obligations of Design/Builder under Paragraph 6.21.A shall not extend to the liability of Owner's Consultant, and their officers, directors, members, partners, employees, agents, other consultants, and subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

ARTICLE 7 – OTHER CONSTRUCTION

7.01 Related Work at Site

- A. Owner may perform other Work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. Written notice thereof will be given to Design/Builder prior to starting any such other work; and
 - 2. if Owner and Design/Builder are unable to agree on entitlement to or on the extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, Design/Builder may make a Claim therefor as provided in Article 9.
- B. Design/Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design/Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design/Builder

shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design/Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design/Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design/Builder in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Design/Builder's Work depends upon work performed or services provided by others under this Article 7, Design/Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design/Builder's Work. Design/Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design/Builder's Work except for latent or nonapparent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. The individual or entity who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;
2. The specific matters to be covered by such authority and responsibility will be itemized; and
3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility in respect of such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Design/Builder for the reasonable direct delay and disruption costs incurred by Design/Builder as a result of the other contractor's wrongful actions or inactions.

C. Design/Builder shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Design/Builder's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 General

A. Owner shall do the following in a timely manner so as not to delay the services of Design/Builder:

1. Provide such legal services as Owner may require with regard to legal issues pertaining to the Project including any that may be raised by Design/Builder;
2. If requested in writing by Design/Builder, furnish reasonable evidence satisfactory to Design/Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design/Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days notice to the Owner;
3. Make payments to Design/Builder promptly when they are due as provided in Paragraph 13.03 and 13.08;
4. Furnish the Site as set forth in Paragraph 4.01.A;
5. Furnish to Design/Builder, as required for performance of Design/Builder's Services the following, all of which Design/Builder may use and rely upon in performing services under this Agreement:
 - a. Environmental assessment and impact statements;
 - b. Property, boundary, easement, right-of-way, topographic, and utility surveys;
 - c. Property descriptions;
 - d. Zoning, deed, and other land use restrictions;
 - e. Engineering surveys to establish reference points for design and construction which in Owner's judgment are necessary to enable Design/Builder to proceed with the Work;
 - f. Assistance to Design/Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project;
 - g. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents; and
 - h. Identify all reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site, all drawings known to owner of physical conditions relating to existing surface or subsurface structures at the Site, and any information or data known to Owner concerning underground facilities at the Site.
6. Review Submittals subject to Owner review pursuant to Paragraph 6.17.A; and
7. Provide information known to Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

8.02 Insurance

A. Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.03 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design/Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design/Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design/Builder's failure to perform the Work in accordance with the Contract Documents.

8.04 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the Site is set forth in Paragraph 4.04.

8.05 Resident Project Representation

A. Owner may furnish a Resident Project Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions.

8.06 Owner's Consultant

A. Owner's Consultant, if any, has no duties, responsibilities, or authorities with respect to Design/Builder, unless so provided in the Supplementary Conditions.

8.07 Compliance with Safety Program

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design/Builder's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – CHANGES IN THE WORK; CLAIMS

9.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order or a Work Change Directive. Upon receipt of any such document, Design/Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 Unauthorized Changes in the Work

A. Design/Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract

Documents as amended, modified and supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Construction as provided in Paragraph 12.04.

9.03 Claims

- A. *Notice:* If Owner and Design/Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of any order of Owner pursuant to Paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a Claim may be made therefor. Written notice of intent to make such a Claim shall be submitted to the other party promptly and in no event more than 15 days after the start of the occurrence or event giving rise to the Claim.
- B. *Documentation:* Substantiating documentation shall be submitted by the claiming party within 30 days after delivery of the notice required by Paragraph 9.03.A.
- C. *Decision:* The other party shall render a decision on the Claim no more than 30 days after the receipt of the substantiating documentation required by Paragraph 9.03.B. This decision will be final and binding unless the claiming party gives notice of intention to exercise its rights under Article 15 within 30 days of receipt of the decision and exercises such rights within 30 days of giving the notice of intent.
- D. *Time Limit Extension:* The time limits of Paragraphs 9.03.B and 9.03.C may be extended by mutual agreement.

9.04 Execution of Change Orders

A. Owner and Design/Builder shall execute appropriate Change Orders covering:

1. Changes in the Work which are (i) ordered by Owner pursuant to Paragraph 9.01, (ii) required because of acceptance of defective Construction under Paragraph 12.08 or Owner's correction of defective Work under Paragraph 12.09 or (iii) agreed to by the parties; and
2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.

9.05 Notice to Sureties

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design/Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 10 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

10.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design/Builder in the proper performance of the Work. When the value of Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Design/Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall not include any of the costs itemized in Paragraph 10.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Design/Builder in the performance of the Work under schedules of job classifications agreed upon by Owner and Design/Builder.
 - a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.
 - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this Paragraph 10.01.A.1, Design/Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design/Builder unless Owner deposits funds with Design/Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design/Builder shall make provisions so that they may be obtained.
3. Payments made by Design/Builder to Subcontractors (excluding payments for Design Professional Services pursuant to Paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design/Builder's Cost of the Work and fee.

4. Payments made by Design/Builder for Design Professional Services provided or furnished under a Design Subagreement.
5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
6. Supplemental costs including the following items:
 - a. The proportion of necessary transportation, travel and subsistence expenses of Design/Builder's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design/Builder.
 - c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design/Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design/Builder is liable, imposed by Laws or Regulations.
 - e. Deposits lost for causes other than negligence of Design/Builder, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design/Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design/Builder's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services,, and similar petty cash items in connection with the Work.

- i. Cost of premiums for all Bonds and insurance Design/Builder is required by the Contract Documents to purchase and maintain.

B. Costs Excluded:

The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Design/Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Design/Builder whether at the Site or in Design/Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.01.A.1, all of which are to be considered administrative costs covered by the Design/Builder's fee.
2. Expenses of Design/Builder's principal and branch offices other than Design/Builder's office at the Site.
3. Any part of Design/Builder's capital expenses, including interest on Design/Builder's capital employed for the Work and charges against Design/Builder for delinquent payments.
4. Costs due to the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.01.A.

C. Design/Builder's Fee: When all the Work is performed on the basis of cost-plus, Design/Builder's fee shall be as set forth in the Agreement. When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design/Builder's fee shall be determined as set forth in Paragraph 11.01.C.

D. Documentation: Whenever the cost of any Work is to be determined pursuant to Paragraph 10.01.A and 10.01.B, Design/Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

10.02 Cash Allowances

A. The Contract Price includes all allowances so named in the Contract Documents. Design/Builder shall cause the Work so covered to be performed for such sums as may be acceptable to Owner. Design/Builder agrees that:

1. The allowances include the cost to Design/Builder (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Except as set forth in the Contract Documents, Design/Builder's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- B. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Design/Builder on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.03 Unit Prices

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design/Builder will be made by Owner.
- B. Each unit price will be deemed to include an amount considered by Design/Builder to be adequate to cover Design/Builder's overhead and profit for each separately identified item.
- C. Design/Builder or Owner may make a Claim for an adjustment in the Contract Price in accordance with Article 9 if:
1. the quantity of any item of Unit Price Work performed by Design/Builder differs materially and significantly from the estimated quantity of such item indicated in the Contract Documents;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Design/Builder believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes it is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 11 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

11.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the Claim to the other party promptly in accordance with Paragraph 9.03.A.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 10.03); or
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.01.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 11.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 10.01) plus a Design/Builder's Fee for overhead and profit (determined as provided in Paragraph 11.01.C).

C. *Design/Builder's Fee:* The Design/Builder's fee for overhead and profit on Change Orders shall be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 10.01.A.1.a and 10.01.A.2, the Design/Builder's fee shall be 15 percent;
 - b. For costs incurred under Paragraph 10.01.A.3 10.01.A.4, 10.01.A.5 and 10.01.A.6, the Design/Builder's fee shall be five percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.1 and 11.01.C.2.a is that the Subcontractor who actually performs or furnishes Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 10.01.A.1 and 10.01.A.2 and that any higher tier Subcontractor and Design/Builder will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. The amount of credit to be allowed by Design/Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Design/Builder's fee by an amount equal to five percent of such net decrease; and
 - e. When both additions and credits are involved in any one change, the adjustment in Design/Builder's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.01.C.2.a through 11.01.C.2.d, inclusive.

11.02 Change of Contract Times

- A. The Contract Times (or Milestones) may only be changed by a Change Order. Any Claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice pursuant to Paragraph 9.03.A.
- B. *Delays Beyond Design/Builder's Control:* Where Design/Builder is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Design/Builder, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 11.02.A. Delays beyond the control of Design/Builder shall include, but not be limited to, acts or neglect by Owner, governmental agencies, acts or neglect of utility owners or other contractors performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- C. If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Design/Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Design/Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design/Builder's ability to complete the Work within the Contract Times.
- D. If Design/Builder is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Design/Builder, then Design/Builder shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Design/Builder's ability to complete the Work within the Contract Times. Such an adjustment shall be Design/Builder's sole and exclusive remedy for the delays described in this Paragraph 11.02.C.
- E. Owner and Owner's Consultant shall not be liable to Design/Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design/Builder on or in connection with any other project or anticipated project.
- F. Design/Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Design/Builder. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design/Builder.

ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

12.01 Notice of Defects

- A. Owner shall give Design/Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected or accepted as provided in this Article 12.

12.02 Access to Construction

- A. Owner, Owner's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design/Builder shall provide them proper and safe conditions for such access and advise them of Design/Builder's Site safety procedures and programs so that they may comply therewith as applicable.

12.03 Tests and Inspections

- A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested or approved, Design/Builder shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design/ Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design/Builder's purchase thereof for incorporation in the Work.
- B. Design/Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.
- C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design/Builder without written concurrence of Owner, then Contractor shall, if requested by Owner, uncover such Construction for observation.
- D. Uncovering Construction as provided in Paragraph 13.03.E shall be at Design/Builder's expense unless Design/ Builder has given Owner timely notice of Design/Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.04 Uncovering Construction

- A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design/Builder's expense.
- B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design/Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material and equipment. If it is found that such Construction is defective, Design/Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be

entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If, however, such Construction is not found to be defective, Design/Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Design/Builder may make a Claim therefor as provided in Article 9.

12.05 Owner May Stop Construction

- A. If Construction is defective, or Design/Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design/Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design/Builder or any other party.

12.06 Correction or Removal of Defective Construction

- A. Owner will have authority to disapprove or reject defective Construction and will have authority to require special inspection or testing of the Construction whether or not the Construction is fabricated, installed or completed. If required by Owner, Design/Builder shall promptly, as directed, either correct all defective Construction, whether or not fabricated, installed or completed, or, if the Construction has been rejected by Owner, remove it from the Site and replace it with non-defective Construction. Design/Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to such correction or removal.

12.07 Correction Period

- A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, Design/Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design/Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design/Builder.

- B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Conceptual Documents.
- C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, removed or replaced under this Paragraph 12.07, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 Acceptance of Defective Construction

- A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. Design/Builder shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If the acceptance occurs after final payment, an appropriate amount will be paid by Design/Builder to Owner.

12.09 Owner May Correct Defective Construction

- A. If Design/Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction as required by Owner in accordance with Paragraphs 12.06.A or 12.07.A, or if Design/Builder fails to perform the Construction in accordance with the Contract Documents, or if Design/Builder fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Design/Builder, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 12.09 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design/Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design/Builder's services related thereto, take possession of Design/Builder's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere. Design/Builder shall allow Owner, Owner's Consultant, Owner's representatives, agents, employees, and other contractors access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this Paragraph 12.09 will be charged against Design/Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price.

If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9.

D. Design/Builder shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 12.09.

ARTICLE 13 – PAYMENTS TO DESIGN/BUILDER AND COMPLETION

13.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.06.A will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 Application for Progress Payment

A. On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design/Builder shall submit to Owner for review an Application for Payment filled out and signed by Design/Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

B. Beginning with the second Application for Payment, each Application shall include an affidavit of Design/Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design/Builder's legitimate obligations associated with prior Applications for Payment.

C. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.03 Progress Payments

A. *Procedure:* Progress payments shall be made by the Owner to the Design/Builder according to the following procedure:

1. Owner will, within ten days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design/Builder indicating in writing its reasons for refusing to accept the Application. Not more than ten days after accepting such Application the amount will become due and when due will be paid by Owner to Design/Builder.

2. If Owner should fail to pay Design/Builder at the time the payment of any amount becomes due, then Design/Builder may, at any time thereafter, upon serving written notice that he will stop the Work within seven days after receipt of the notice by Owner, and after such seven day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner.
3. Payments due but unpaid shall bear interest at the rate specified in the Agreement.
4. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

B. *Reduction in or Refusal to Make Payment:* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:

1. the Construction is defective, or completed Construction has been damaged requiring correction or replacement; or
2. the Contract Price has been reduced by Change Order; or
3. Owner has been required to correct defective Construction or complete Work in accordance with Paragraph 12.09.A; or
4. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.A.; or
5. Claims have been made against Owner on account of Design/Builder's performance or furnishing of the Work; or
6. Liens have been filed in connection with the Work, except where Design/Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
7. There are other items entitling Owner to a set off against the amount for which application is made.

C. If Owner refuses to make payment of the full amount requested by Design/Builder, Owner must give Design/Builder immediate written notice stating the reasons for such action and promptly pay Design/Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design/Builder the amount withheld or any adjustment thereto agreed to when Design/Builder remedies the reason for such action.

D. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

13.04 Design/Builder's Warranty of Title

A. Design/Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.05 Substantial Completion

A. When Design/Builder considers the Work ready for its intended use Design/Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design/Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design/Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design/Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design/Builder a written determination as to division of responsibilities pending final payment between Owner and Design/Builder with respect to security, operation, safety, protection of Construction, maintenance, heat, utilities, insurance and warranties and guarantees.

B. Owner will have the right to exclude Design/Builder from the Site after the date of Substantial Completion, but Owner will allow Design/Builder reasonable access to complete or correct items on the list of items to be completed.

13.06 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design/Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design/ Builder's performance of the remainder of the Construction, subject to the following:

1. Owner at any time may request Design/Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design/Builder agrees that such part of the Work is substantially complete, Design/Builder and Owner will follow the procedures of Paragraph 13.05 for that part of the Construction.
2. Design/Builder at any time may notify Owner in writing that Design/Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner and Design/Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 13.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

13.07 Final Inspection

- A. Upon written notice from Design/Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design/Builder and will notify Design/Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design/Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 Final Payment

A. Application for Payment.

1. After Design/Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, record documents (as provided in Paragraph 6.12) and other documents, Design/Builder may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.
3. In lieu of such releases or waivers of Liens specified in Paragraph 13.08.A.2 and as approved by Owner, Design/Builder may furnish receipts or releases in full and an affidavit of Design/Builder that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner might in any way be responsible, or which in any way might result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Design/Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Final Payment and Acceptance:* If Owner is satisfied that the Work has been completed and Design/Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, give written notice to

Design/Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design/Builder, indicating in writing the reasons for refusing to process final payment, in which case Design/Builder shall make the necessary corrections and resubmit the Application.

C. Payment Becomes Due: Thirty days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability, the amount will become due and will be paid by Owner to Design/Builder.

13.09 Final Completion Delayed

A. If, through no fault of Design/Builder, final completion of the Work is significantly delayed, Owner shall, upon receipt of Design/Builder's final Application for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.01.A, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Design/Builder to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

13.10 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. A waiver of all Claims by Owner against Design/Builder, except Claims arising from unsettled Liens, from defective Construction appearing after final inspection pursuant to Paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design/Builder's continuing obligations under the Contract Documents; and
2. A waiver of all Claims by Design/Builder against Owner other than those previously made in writing and still unsettled.

ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION

14.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Design/Builder which will fix the date on which Work will be resumed. Design/Builder shall resume the Work on the date so fixed. Design/Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Design/Builder makes a Claim therefor as provided in Article 9.

14.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events justifies termination for cause:

1. Design/Builder's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.06.A as adjusted from time to time pursuant to Paragraph 6.05).
2. Design/Builder's disregard of Laws or Regulations of any public body having jurisdiction.
3. Design/Builder's violation in any substantial way of provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, Owner may, after giving Design/Builder (and the surety, if any) seven days' written notice, terminate the services of Design/Builder, take possession of any completed Drawings and Specifications prepared by or for Design/Builder (subject to the indemnification provisions of Paragraph 3.05.A), exclude Design/Builder from the Site, and take possession of the Work and of all Design/Builder's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Design/Builder (without liability to Design/Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design/Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design/Builder. If such costs, losses and damages exceed such unpaid balance, Design/Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

C. Notwithstanding Paragraph 14.02.B, Design/Builder's services will not be terminated if Design/Builder begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability.

14.03 Owner May Terminate for Convenience

A. Upon seven days' written notice to Design/Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design/Builder shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. Amounts paid in settlement of terminated contracts with Subcontractors, Suppliers and others (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred in connection with termination of contracts with Subcontractors, Suppliers and others); and
4. Reasonable expenses directly attributable to termination.

B. Except as provided in Paragraph 14.03.C, Design/Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14.04 Design/Builder May Stop Work or Terminate

A. If, through no act or fault of Design/Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within thirty days after it is submitted or Owner fails for thirty days to pay Design/Builder any sum finally determined to be due, then Design/Builder may, upon seven days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in Paragraph 14.03.A. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design/Builder any sum finally determined to be due, Design/Builder may upon seven days' written notice to Owner stop the Work until payment is made of all such amounts due Design/Builder, including interest thereon. The provisions of this Paragraph 14.04.A are not intended to preclude Design/Builder from making Claim under Article 9 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design/Builder's stopping Work as permitted by this paragraph.

ARTICLE 15 – DISPUTE RESOLUTION

15.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no such method and procedure has been set forth, Owner and Design/Builder may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 16 – MISCELLANEOUS

16.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by:

1. Laws or Regulations; or
2. any special warranty or guarantee; or
3. other provisions of the Contract Documents.

- B. The provisions of Paragraph 16.03.A will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

16.04 Survival of Obligations

- A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

16.05 Controlling Law

- A. The Contract Documents will be construed in accordance with the law of the place of the Project.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (Engineers Joint Contract Documents Committee No. D-700, 2009 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

GENERAL CONDITIONS

ARTICLE 1 -- DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

The terms used in these Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

- i. *Authorized Representative*: A person designated by the Governing Body to be responsible for the Contract for the project.
- ii. *Design/Builder* : The individual or entity with whom Owner has entered into the Agreement. *Design/Builder* shall mean the Prime (General) Design/Builder or its authorized representatives defined by Nevada Revised Statute 616A.285
- iii. *Governing Body*: Used through these documents will mean the Douglas County Board of Commissioners.

ARTICLE 2 -- PRELIMINARY MATTERS

SC-2.03 Starting the Work

Design/Builder shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done by the Design/Builder at the Site prior to the date on which the Contract Times commence to run. Preliminary work to the site will be completed by the Owner.

ARTICLE 3 -- CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

ARTICLE 4 -- AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

SC-4.01 Availability of Lands

Add the following four new paragraphs immediately after paragraph 4.01.C:

D. Design/Builder shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or the non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the Construction Specifications complied with.

E. Design/Builder shall notify the following underground utility locating service at least two full working days prior to beginning work: Underground Services Alert (1-800) 227-2600 or 811.

1. A list of the major public utilities servicing the work area follows. The list indicates the name and telephone number of the responsible authority of the various utilities which should be notified if conflicts or emergencies arise during the progress of the work.

Sierra Pacific Power Company
P.O. Box 236
Minden, NV 89428
(775) 782-2541

Verizon
1520 Church Street
Gardnerville, NV 89410
(775) 782-0968

Southwest Gas Corporation
P.O. Box 1190
Carson City, NV 89701
(775) 882-2126

Charter Communications
1802 N. Carson #126
Carson City, NV 89701
(775) 850-8555

2. At points where the Design/Builder's operations are adjacent to public and private utilities, Design/Builder shall not commence work until Design/Builder has made all arrangements necessary for the protection of utilities.

3. Design/Builder shall coordinate and cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

ARTICLE 5 -- BONDS AND INSURANCE

SC-5.02 Licensed Sureties and Insurers

Add the following new paragraph immediately after paragraph 5.02.A:

B. All Sureties and Insurance Companies shall be authorized to do business in the State of Nevada and shall have an A.M. Best rating of A++, A+ or A, with a Financial Size Category of VIII or better. In the event that the Insurer fails to maintain an A.M. Best rating of A++, A+ or A, with a Financial Size Category of VIII or better, the CONTRACTOR shall immediately retain a Surety which does meet the above requirements.

SC -5.04.A.2

Delete paragraph 5.04.A.2 and insert the following in its place:

2. Claims based on the provision of professional services preformed by all Design Professionals, including but not limited to the design services performed by Design/Builder, to be insured under a professional liability insurance policy or endorsement;

SC-5.04.B.2 CONTRACTOR'S Liability Insurance

Delete paragraph 5.04.B.2 and insert the following in its place:

2. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- i. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- | | | |
|----|---|-------------|
| a. | State: | Statutory |
| b. | Applicable Federal
(e.g., Longshoreman's): | Statutory |
| c. | Employer's Liability: | \$1,000,000 |

ii. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$2,000,000
- b. Products – Completed Operations Aggregate \$2,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability
 - General Aggregate \$1,000,000
 - Each Occurrence \$1,000,000

iii. Contractor and all Design Professionals Professional Liability insurance under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall errors and omissions coverage:

- a. Per claim \$1,000,000
- b. General Aggregate \$2,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000
- b. Property Damage:
 - Each Accident \$1,000,000
 - Annual Aggregate \$2,000,000

SC-5.04.C Design Builder Liability Insurance

Add the following new paragraph immediately after paragraph 5.04.B.7:

C. Design/Builder agrees to maintain required workers compensation coverage throughout the entire term of the contract. If Design/Builder does not maintain coverage throughout the entire term of the contract, Design/Builder agrees that County may, at any time the coverage is not maintained by Design/Builder, order the Design/Builder to stop work, suspend the contract, or terminate the contract. Design/Builder further agrees, if applicable (and Design/Builder bears the sole responsibility for producing proof satisfactory to the County that these provisions are not applicable to Design/Builder), as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract to provide the County with a certificate of a qualified insurer in accordance with NRS 616B.627 certifying that the Design/Builder has complied with the provisions of chapters 616A to 626D of NRS.

SC-5.06.A Property Insurance

Delete paragraph 5.06.A, and paragraphs 5.06.A.1 through 5.06.A.7 in their entirety and insert the following in their place:

A. A Design/Builder must purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost of the Work. This insurance shall:

1. include the interests of OWNER, DESIGN/BUILDER, Subcontractors, Design/Builder's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage, and any other perils or causes of loss that may be specifically required by the Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that

the materials and equipment have been included in an application for payment recommended by DESIGN/BUILDER; and

5. allow for partial utilization of the Work by OWNER;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER and DESIGN/BUILDER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

SC-5.06.B Property Insurance

Delete paragraph 5.06.B in its entirety and insert the following in its place:

B. DESIGN/BUILDER shall be responsible for any deductible or self-insured retention. The risk of loss within the identified deductible amount will be borne by DESIGN/BUILDER, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of DESIGN/BUILDER, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions.

SC-5.06.C Property Insurance

Delete paragraph 5.06.C in its entirety and insert the following in its place:

C. All the policies of insurance (and the certificates or other evidence of the policy) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after written notice has been given to OWNER and DESIGN/BUILDER and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

SC-5.06.D Property Insurance

Delete paragraph 5.06.D in its entirety.

SC-5.06.E Property Insurance

Delete paragraph 5.06.E in its entirety.

SC-5.07.A Waiver of Rights

Delete paragraph 5.07.A in its entirety and insert the following in its place:

A. OWNER and DESIGN/BUILDER intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, DESIGN/BUILDER, Subcontractors, DESIGN/BUILDER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered by the policy. All policies must contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of

recovery against any of the insureds or additional insureds thereunder. OWNER and DESIGN/BUILDER waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

SC-5.07.B Waiver of Rights

Delete paragraph 5.07.B in its entirety.

SC-5.07.C Waiver of Rights

Delete paragraph 5.07.C in its entirety.

SC-5.08.A Receipt and Application of Insurance Proceeds

Delete paragraph 5.08.A in its entirety.

SC-5.08.B Receipt and Application of Insurance Proceeds

Delete paragraph 5.08.B in its entirety.

SC-5.09.A Acceptance of Bonds and Insurance; Options to REplace

Delete paragraph 5.07.A in its entirety and insert the following in its place:

A. If either Owner or Design/Builder has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of their not complying with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by Paragraph 2.04.C. Owner and Design/Builder shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

ARTICLE 6 -- DESIGN/BUILDER's RESPONSIBILITY

SC-6.08 Permits

Delete paragraph 5.08A in its entirety and insert the following in its place:

A. OWNER shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. DESIGN/BUIDER shall assist OWNER, when necessary, in obtaining such permits, licenses and approvals. OWNER shall pay all governmental charges and inspection fees necessary for the performance of the Work, which are applicable on the last day for receipt of Proposals. OWNER shall pay all charges of utility owners for connections for providing permanent service to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto.

SC-6.09 Laws and Regulations

Add the following new paragraphs immediately after paragraph 6.09.C:

D. DESIGN/BUILDER shall comply with all provisions of Nevada Revised Statute (NRS) chapter 338, if applicable, all provisions of the federal Davis-Bacon Act, and all regulations promulgated under either statute. Copies of the "Douglas County Prevailing Wage Rates for Public Works", as determined by the Labor Commissioner of the State of Nevada and "General Wage Determinations," as determined by the U.S. Department of Labor, are available for inspection at the Douglas County Community Development Department, Room 202, 1594 Esmeralda Avenue, Minden, Nevada, 89423. Copies of the "Douglas County Prevailing Wage Rates for Public Works", as determined by the Labor Commissioner of the State of Nevada are also included in the Exhibits. If DESIGN/BUILDER fails to pay prevailing wages in accordance with NRS chapter 338 or fails to report each workman required by NRS 338.070, the DESIGN/BUILDER shall forfeit no less than \$20.00 nor more than \$50.00 as determined by the labor commissioner, in accordance with NRS section 338.060 and NRS section 338.070. In the event the DESIGN/BUILDER fails to pay the OWNER the specified amount in accordance with NRS section 338.060, after investigation by the awarding body or its agents, within 30 days of DESIGN/BUILDER being notified, the Owner may deduct the amount assessed from the DESIGN/BUILDER'S progress or final payment or retention withheld. The Owner may, without investigation, withhold, retain, or forfeit amounts from the final payment. If the provisions of the Davis-Bacon Act apply, all employees of the DESIGN/BUILDER must be paid not less than the wage which is the greater of the State and Federal wage determinations. In accordance with NRS section 338.020(1)(b), the hourly and daily rate of wages to be paid each class of mechanics and workmen must be posted on the project site in a place generally visible to the employees. The DESIGN/BUILDER shall collect from subcontractors and ensure receipt of a certified copy of DESIGN/BUILDER and all subcontractor monthly payrolls by OWNER no later than 10 days after the end of the month. Failure by the CONTRACTOR or subcontractors to pay prevailing wages required by this contract or to report each worker employed on the

public work is a violation of applicable laws and regulations. If the OWNER investigates and determines that the DESIGN/BUILDER or subcontractors failed to pay the required prevailing wages or to report each worker employed on the public work, the DESIGN/BUILDER shall be liable, through withholding of payments, for amounts determined to be owed, including investigative fees. Investigative fees includes all administrative costs incident to such investigation and determination. These costs include personnel, travel, communication, supplies, equipment and any other direct costs actually incurred by the OWNER.

E. If the Davis-Bacon Act applies, DESIGN/BUILDER shall furnish to the OWNER, within seven days after payment date of the weekly payroll period, a statement of wages paid for each of the DESIGN/BUILDER's employees or a payroll report. If the Davis-Bacon Act applies, DESIGN/BUILDER shall furnish to the OWNER, within seven days after payment date of the weekly payroll period, a statement of wages paid for each of any subcontractor's employees or a payroll report for each subcontractor. The statement or payroll report must include the DESIGN/BUILDER's certification of compliance with the requirements of this supplementary condition. DESIGN/BUILDER agrees that failure to comply with the portion of this supplementary condition requiring DESIGN/BUILDER to furnish a certified statement of wages or payroll report will, in addition to any other retention allowed under this contract or under state or federal law, allow the OWNER to unilaterally, without notice to DESIGN/BUILDER, retain an additional amount of up to 10% from each progress payment until the OWNER determines DESIGN/BUILDER has complied with the provisions of this supplementary condition.

F. If the Davis-Bacon Act applies to work to be performed under this contract, DESIGN/BUILDER shall furnish to the OWNER within seven days after payment date of the weekly payroll period, a statement of wages paid for each of DESIGN/BUILDER's employees and for each of any subcontractor's employees or a payroll report from DESIGN/BUILDER and from each subcontractor. Each statement or report must include the certification by DESIGN/BUILDER of compliance with the provisions of the Davis-Bacon Act.

G. Workers Compensation Coverage.

1. DESIGN/BUILDER agrees as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract to provide the County with a certificate of a qualified insurer in accordance with NRS 616B.627 certifying that the DESIGN/BUILDER has complied with the provisions of chapters 616A to 626D of NRS. DESIGN/BUILDER also agrees, if applicable and before commencing any work under the contract, to complete and to provide the following written request to its insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that the Insurer provide to Douglas County: 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the CONTRACTOR is

required to maintain. The certificate of coverage and any notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

2. DESIGN/BUILDER agrees to maintain required workers compensation coverage throughout the entire term of the contract. If DESIGN/BUILDER does not maintain coverage throughout the entire term of the contract, DESIGN/BUILDER agrees that County may, at any time the coverage is not maintained by DESIGN/BUILDER, order the DESIGN/BUILDER to stop work, suspend the contract, or terminate the contract. For each six month period this contract is in effect, DESIGN/BUILDER agrees, prior to the expiration of the six month period, to provide another written request to its insurer for the provision of a certificate of coverage and notice of lapse in coverage or nonpayment of premium. If DESIGN/BUILDER does not make the request or does not provide the certificate of coverage before the expiration of the six month period, DESIGN/BUILDER agrees that County may order the DESIGN/BUILDER to stop work, suspend the contract, or terminate the contract.

H. NRS 338.141 Subcontractors: Name and Description of Work. The statutes of NRS 338.141 shall apply. To be deemed a responsive bid, the list of subcontractor form must be submitted even if no subcontractors are required to be listed.

I. NRS 338.147 Award of Contract; Determination of Best Bid. The statutes of NRS 338.147 apply. The DESIGN/BUILDER's attention is directed to the following requirements of NRS 338.147:

1. DESIGN/BUILDER must submit with its bid a signed affidavit certifying that, for the duration of the project:

a. At least 50 percent (50%) of all workers employed on the Project, including without limitation, any employees of the DESIGN/BUILDER, applicant or design-build team and of any subcontractor engaged on the Project, 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 Project will be:

(i) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Nevada Department of Motor Vehicles pursuant to NRS 706.726; or

(ii) Registered in the State of Nevada.

c. At least 10 percent of the design professionals working on the Project, including, without limitation, any employees of the DESIGN/BUILDER, applicant or design-build team and of any subcontractor engaged on the Project, will have a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles.

d. At least 25 percent of the suppliers of the materials used for the Project will be located in Nevada.

e. The DESIGN/BUILDER, applicant or design-build team and any subcontractor engaged on the Project will maintain, and make available for inspection, within Nevada his or her records concerning payroll relating to the Project.

2. Failure to comply with any requirement of subparagraphs 1.a. through 1.e, inclusive, is a material breach of the contract and entitles OWNER to receive liquidated damages equal to 10 percent (10%) of the Contract Price.

3. DESIGN/BUILDER must submit with its bid a signed affidavit certifying that DESIGN/BUILDER has not, within the preceding 365 days, breached a contract related to the improvement of real property for a public entity, and for which the total project cost exceeded \$25,000,000, by failing to comply with the requirements of NRS 338.147.

J. Hourly rate for vehicle and services of driver: Pursuant to the Nevada Administrative Code ("NAC") 338.135, where a truck or truck and trailer combination is rented or leased after April 22, 1969, by a DESIGN/BUILDER or subcontractor on a public work, the hourly rate for the rental or lease of such truck or truck and trailer combination shall, when added to the prevailing rate of wages required by NRS 338.020 for the driver, not be less than the hourly rate for similar vehicles with a driver as such hourly rate appears in freight tariffs approved by the public service commission of Nevada for the area in which the public work is located.

K. Historic Preservation. The DESIGN/BUILDER's attention is directed to the following sections of the Nevada Revised Statutes concerning historic preservation:

1. 383.121 Intergovernmental cooperation required.

a. All departments, commissions, boards and other agencies of the state and its political subdivisions shall cooperate with the office in order to salvage or preserve historic, prehistoric or paleoenvironmental evidence located on property owned or controlled by the United States, the State of Nevada or its political subdivisions.

b. When any agency of the state or its political subdivisions is preparing or has contracted to excavate or perform work of any kind on property owned or controlled by the United States, the State of Nevada or its political subdivisions which may endanger historic, prehistoric or paleoenvironmental evidence found on the property, or when any artifact, site or other historic or prehistoric evidence is discovered in the course of such excavation or work, the agency or the DESIGN/BUILDER hired by the agency shall notify the office and cooperate with the office to the fullest extent practicable, within the appropriations available to the agency or political subdivision for that purpose, to preserve or permit study of such evidence before its destruction, displacement or removal.

c. The provisions of this section must be made known to all private contractors performing such excavation or work for any agency of the state or its political subdivisions.

2. 383.170 Procedure upon discovery of Indian burial site; permissible excavation.

a. A person who disturbs the cairn or grave of a native Indian through inadvertence while engaged in a lawful activity such as construction, mining, logging or farming and any other person who discovers the cairn or grave of a native Indian shall immediately report the discovery and the location of the Indian burial site to the division. The division shall immediately consult with the Nevada Indian commission and notify the appropriate Indian tribe. The Indian tribe may, with the permission of the landowner, inspect the site and recommend an appropriate means for the treatment and disposition of the site and all artifacts and human remains associated with the site.

b. If the Indian burial site is located on private land and:

(i.) The Indian tribe fails to make a recommendation within 48 hours after it receives notification pursuant to subsection 1; or

(ii.) The landowner rejects the recommendation and mediation conducted pursuant to NRS 383.160 fails to provide measures acceptable to the landowner, the landowner shall, at this own expense, reinter with appropriate dignity all artifacts and human remains associated with the site in a location not subject to further disturbance.

c. If the Indian burial site is located on public land and action is necessary to protect the burial site from immediate destruction, the division may cause a professional archeologist to excavate the site and

remove all artifacts and human remains associated with the site for subsequent reinterment, following scientific study, under the supervision of the Indian tribe.

d. Any other excavation of an Indian burial site may be conducted only:

- (i.) By a professional archeologist;
- (ii.) After written notification to the administrator; and
- (iii.) With the prior written consent of the appropriate Indian tribe. Failure of a tribe to respond to a request for permission within 60 days after its mailing by certified mail, return receipt requested, shall be deemed consent to the excavation.

All artifacts and human remains removed during such an excavation must, following scientific study, be reinterred under the supervision of the Indian tribe, except that the Indian tribe may, by explicit written consent, authorize the public display of a particular artifact. The archeologist, Indian tribe and landowner shall negotiate an agreement to determine who will pay the expenses related to the interment.

L. If blasting or use of explosives is necessary for prosecution of Work, the DESIGN/BUILDER shall provide the ENGINEER with a blasting plan in compliance with OSHA, State, County and local regulations, laws, ordinances, and requirements. DESIGN/BUILDER shall exercise the utmost care not to endanger life or property. DESIGN/BUILDER shall be responsible for all damage resulting from the use of explosives. DESIGN/BUILDER shall notify each property owner and utility company having structures or facilities in proximity to the site of the work of its intentions to use explosives. Such notice shall be given sufficiently in advance to enable the utility companies to take such steps as they may deem necessary to protect their property from injury.

SC-6.11.B Use of Site and Other Areas

Delete paragraph 6.11.B and insert the following in its place:

B. *Removal of Debris:* During the progress of the Work DESIGN/BUILDER shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws, Regulations and the Solid Waste Services Franchise Agreement between Douglas County and Douglas Disposal Inc. (DDI). Douglas Disposal Inc. has been granted the exclusive privilege to collect and dispose of solid waste, including construction waste, within the East Fork Township excluding drop boxes and compactors smaller than six-yard size required

within the unincorporated Towns of Minden and Gardnerville. The Franchise Agreement does not permit or allow a person or entity to hire or contract with another person or entity other than DDI, whether as an agent or independent contractor, to pick-up, remove, haul, dispose of or transport solid waste. The use of rented equipment with hired equipment operators to pick-up, remove, haul, dispose of or transport solid waste is not permitted.

COPY

SC-6.12.B Record Documents

Add the following new paragraphs immediately after paragraph 6.12.A:

B. DESIGN/BUILDER shall mark up one set of paper prints to show the As-built conditions. They shall include all the information shown on the Contract Drawings and a record of all deviations, modifications, or changes from those Drawings, however minor, which were incorporated in the Work, all additional work not appearing on the Contract Drawings and all changes which are made after final inspection of the Contract Work. These As-built marked prints shall be kept current and available on the job site at all times. All changes from the Contract Drawings which are made in the Work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. No construction work shall be concealed until it has been inspected, approved, and recorded. The As-built marked prints will be jointly inspected for accuracy and completeness by the DESIGN/BUILDER'S representative and a responsible representative of the DESIGN/BUILDER prior to submission of the monthly pay estimate. Failure to keep the As-built marked prints on a current basis shall be sufficient justification to suspend pay estimates. The drawings shall show the following information, but not be limited to:

1. The location of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions of permanent features.
2. The location and identification of all surface installations within 100 feet of the construction work.
3. The location and dimensions of any changes within the building or structure.
4. Correct grade or alignment of roads, structures, or utilities if any changes were made from Contract Drawings.
5. Correct elevations if changes were made in site grading.
6. Changes in details or design or additional information obtained from working drawings specified to be prepared or furnished by the DESIGN/BUILDER including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions or equipment foundations, etc.
7. The topography and grades of all drainage installed or affected as a part of the Work.
8. All changes or modifications which result from the final inspection.

The As-built marked prints shall be delivered to the OWNER at the time of final inspection for OWNER'S review and approval. All approval and acceptance of As-built drawings shall be accomplished before final payment is made to the DESIGN/BUILDER.

SC-6.13 Safety and Protection

Add the following new paragraphs immediately after paragraph 6.13.F:

G. Occupational Safety and Health Standards: DESIGN/BUILDER's methods of construction and safety requirements shall conform to the requirements of the Occupational Safety and Health Standards for the Construction Industry. The document entitled "State of Nevada Occupational Safety and Health Standards for the Construction Industry" (29 CFR PART 1926) with Amendments as of February 1, 1998, including 29 CFR part 1910 General Industry Safety and Health Standards Applicable to Construction, is not attached to the Contract Documents. Said requirements as identified and established above are incorporated herein by reference. Copies may be obtained at the Industrial Relations Department, Division of Occupational Safety and Health, 1390 South Curry Street, Carson City, Nevada. Copies may be examined at the office of Douglas County Community Development at 1594 Esmeralda Ave, Minden, Nevada, 8:00 AM to 4:00 PM except on holidays.

H. Power Lines: No equipment of any kind shall be used or permitted within such proximity to the conductors of Sierra Pacific Power Company's power lines as to be in violation of the safe working clearance prescribed by the National Electrical Safety Code.

I. Protection of Utilities: The DESIGN/BUILDER shall verify all utility locations prior to the start of construction. This shall include, but not necessarily limited to: irrigation and drainage ditches, culverts, water lines, sewer lines, telephone cables, cable television, gas lines and electric lines. Prior to the start of construction the DESIGN/BUILDER shall call USA DIGS at 1-800-227-2600 (two full working days notice required). The failure of any utility to subscribe to DIGS shall not relieve the DESIGN/BUILDER from the responsibility of protection of that utility on the site. Any physical structure (i.e. curbs, sidewalks, paving, buildings, landscape improvements, utilities, etc., damaged by the DESIGN/BUILDER shall be repaired or replaced in a condition equal to or better than the condition prior to the damage. Such repair or replacement shall be accomplished at the DESIGN/BUILDER's expense without additional compensation from the OWNER.

Article 10 -- COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

SC-11.01.A.6.c Cost of the Work

Add the following language to the end of paragraph 11.01.A.6.c:

- (i) Rental rates shall be determined as follows:

- (a) The base rates shall be those established in publications and revisions thereto entitled "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment" as published by K-III, 1735 Technology Drive, Suite 401, San Jose, Ca 95110-1313, Phone (408) 467-6700
- (b) The hourly rate to be paid shall be the monthly rate multiplied by an average regional adjustment factor of 1.05, divided by 176, multiplied by the appropriate rate adjustment factor, plus the estimated operating cost per hour shown therein, rounded to the nearest \$0.10.
- (c) Attachments (e.g. tractor with ripper and dozer or tractor with loader and backhoe) will be included in the hourly rental rate only when deemed essential to the work as determined the Engineer. When multiple attachments are approved for use and are being used interchangeably, the attachment having the higher rental rate shall be the only one included for payment.
- (d) No direct payment will be made for necessary accessories (including replenishing blades, augers, teeth, hoses, bits, etc.) if not listed in the Rental Rate Blue Book.
- (e) No compensation will be allowed for shop tools having a daily rental rate of less than \$10 as set forth in Section 18 of the Rental Rate Blue Book.
- ii. If ordered to use equipment not listed in the aforementioned publications, the Engineer will establish a rental rate for such equipment. DESIGN/BUILDER shall furnish cost data that might assist in the establishment of such rental rate.
- iii. Payment will be made for the actual time that such equipment is in operation on the work.
- iv. Authorized standby time for idle equipment shall be paid at 50% of the specified rate, less the estimated operating cost per hour. No markup will be added for overhead and profit.
- v. Rental rate paid as above provided shall include the cost of fuel, oil, lubrication, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. DESIGN/BUILDER shall provide the Engineer with a complete Force Account Equipment Listing (Nevada Department of Transportation Form 040-033) for each piece of equipment utilized.

SC-10.01.A.6.f Cost of the Work

Amend 10.01.A.6.f to read as follows:

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by DESIGN/BUILDER in connection with the

performance of the Work, provided such losses and damages have resulted from causes other than negligence of DESIGN/BUILDER, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design/Builder's fee.

SC-10.03.C Unit Prices

Delete paragraph 10.03.C in its entirety.

SC-10.03.C.1 Unit Price Work

Delete paragraph 10.03.C.1 in its entirety.

SC-10.03.C.2 Unit Price Work

Delete paragraph 10.03.C.2 in its entirety.

SC-10.03.C.3 Unit Price Work

Delete paragraph 10.03.C.3 in its entirety.

ARTICLE 12 -- TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-12.03 Tests and Inspections

Add the following new paragraph immediately after paragraph 12.03.D:

E. Costs incurred by OWNER due to retesting, reinspection, or standby time due to unacceptable materials, or workmanship provided by the DESIGN/BUILDER, or due to poor scheduling by the DESIGN/BUILDER of tests of inspections, will be deducted from the payments to the CONTRACTOR. CONTRACTOR shall stop work as necessary to allow for inspections and tests by OWNER and ENGINEER.

SC-12.03.G Tests and Inspections

Add the following new paragraph immediately after paragraph 12.03.E:

F. The Owner intends to provide inspection for the project. The inspector will be available during a forty (40) hour period during the week from Monday through Friday. In the

event the DESIGN/BUILDER receives permission from the OWNER and elects to work more than forty hours during the week or more than 10 hours in one day, or on a Saturday, Sunday, or legal holiday, the DESIGN/BUILDER shall be responsible for all inspection, engineering and testing costs incurred during that period. For all inspection and testing work performed on Saturday, Sunday, or legal holidays the minimum chargeable time shall be four (4) hours. The Owner reserves the right to deduct these inspection, engineering, and testing costs directly from the DESIGN/BUILDER'S payments.

ARTICLE 13 -- PAYMENTS TO DESIGN/BUILDER AND COMPLETION

SC-13.02.A Application for Progress Payment

Add the following language to the end of paragraph 13.02.A:

Any request for partial or final payment shall specifically list the work completed. All invoices submitted to OWNER must be made on company letterhead, reference the Purchase Order Number as submitted to DESIGN/BUILDER under the Notice to Proceed, and be in original format: OWNER will not authorize payments from carbon or Xerox copies.

SC-13.02.C Payment Becomes Due

Delete paragraph 13.02.C in its entirety and insert the following in its place:

C. Not more than thirty days after presentation of the application for payment to OWNER with ENGINEER's recommendation, the amount recommended will become due, and when due will be paid by OWNER to DESIGN/BUILDER.

SC-13.02.E. Progress Payments:

Add the following new paragraphs immediately after paragraph 13.02.D:

- E. Progress payments will be made in accordance with NRS 338.515.
- F. DESIGN/BUILDER shall comply with NRS 338.550 through NRS 338.570 regarding payments made by DESIGN/BUILDER to subcontractors and suppliers.
- G. OWNER will retain 5% of the contract amount until all work required by the contract has been performed in a satisfactory manner.

ARTICLE 14 -- SUSPENSION OF WORK AND TERMINATION

SC-14.01 OWNER May Suspend Work:

Add the following new paragraphs immediately after paragraph 14.01.A.:

B. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the OWNER in administration of the Contract, or by the OWNER's failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), the OWNER will make an adjustment for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the Contract in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the DESIGN/BUILDER, or (2) for which an equitable adjustment is provided for or excluded under any other provision of the Contract.

C. No claim under paragraphs 14.01.A or 14.01.B shall be allowed unless the amount claimed is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but no later than the date of application for final payment under the contract.

SC-14.03 OWNER May Terminate for Convenience:

Add the following new paragraphs immediately after paragraph 14.03.B:

C. This Contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the DESIGN/BUILDER is given written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

D. If termination for default is effected by the OWNER, and equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the DESIGN/BUILDER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the DESIGN/BUILDER's default. If termination for default is effected by the DESIGN/BUILDER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the DESIGN/BUILDER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the DESIGN/BUILDER relating to commitments which had become firm prior to the termination.

E. Upon receipt of a termination action under paragraphs 15.03.C or 15.03.D above, the DESIGN/BUILDER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, Drawings, Specifications, reports, estimates, summaries and such other information and

materials as may have been accumulated by the DESIGN/BUILDER in performing this Contract, whether completed or in process.

F. Upon termination under paragraphs 15.03.C or 15.03.D above, the OWNER may take over the work and may award another party a contract to complete the work under this Contract.

G. If, after termination for failure of the DESIGN/BUILDER to fulfill contractual obligations, it is determined that the DESIGN/BUILDER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Contract Price shall be made as provided in paragraph 15.03.D of this clause.

SC-14.04 CONTRACTOR May Stop Work or Terminate:

Add the following new paragraph immediately after paragraph 15.04.A:

B. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under the Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

ARTICLE 15 -- DISPUTE RESOLUTION

SC-15.01--Methods and Procedures

Add the following new paragraph immediately after paragraph 15.01.A:

B. Pursuant to NRS 328.150(1) and (2), any dispute between OWNER and DESIGN/BUILDER, which cannot be settled otherwise, will be arbitrated in accord with arbitration rules administered by either the American Arbitration Association or the Nevada Arbitration Association. OWNER will select which arbitration rules will be used to settle these disputes.

ARTICLE 16 -- MISCELLANEOUS

Add the following new paragraph immediately after paragraph 16.05:

SC-16.06 Access To Records

A. At all times during regular business hours and as often as the State of Nevada requires, DESIGN/BUILDER shall provide full and free access to the OWNER, ENGINEER,

and State of Nevada to any books, documents, papers, and records related to the work for the purpose of examination, audit, and duplication. The DESIGN/BUILDER shall maintain all required accounts, records, and books for three years after final completion of the work.

Add the following new paragraphs immediately after paragraph 16.06.A:

SC-16.07 Road Closures and Traffic Delays

A. Closure of Waterloo Lane in order to facilitate construction will not be permitted. A reduction from two lanes to one lane will be permitted providing that proper construction signage and flaggers are provided for the duration of the lane closure. DESIGN/BUILDER shall notify the OWNER 7 days in advance of any delays, and the following agencies two working days in advance of any anticipated traffic delays:

Douglas County Sheriff's Department:	782-9935
East Fork Fire District:	782-9040
School Bus Garage:	782-5194
Douglas County Paramedics:	782-9044
Dart and Blue Go	783-6455

OR

SC-16.07 Road Closures and Traffic Delays

A. Closure of Waterloo Lane in order to facilitate construction will be permitted, provided that:

1. The DESIGN/BUILDER notifies the OWNER in writing at least 10 days prior to the proposed closure of his intent to close the road.
2. The CONTRACTOR shall install standard traffic control devices in accordance with the Detour Singe plan provided in the bid documents and the Manual on Uniform Traffic Control Devices (MUTCD.)
3. The road closure shall be permitted only between the hours of 8:00 a.m. and 5:00 p.m.. The detour singe shall be covered when the road closure is not in effect.

B. DESIGN/BUILDER shall notify the following agencies of any traffic delays or road closures seven days in advance of the work:

Douglas County Sheriff's Department:	782-9935
East Fork Fire District:	782-9040
School Bus Garage:	782-5194
Douglas County Paramedics:	782-9044
Dart and Blue Go	783-6455

COPY

Douglas County Prevailing Wage for January 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		29.710	30.960	1.5	1.5	2.0	5.750	9.920	0.000	0.900
ASBESTOS ABT-MEC		BLD		20.450	21.450	1.5	1.5	2.0	6.250	5.000	0.000	0.000
BOILERMAKER		BLD		31.500	34.000	1.5	1.5	2.0	7.070	18.73	1.000	0.350
BRICK MASON		BLD		30.670	32.170	1.5	1.5	2.0	6.600	10.03	0.000	0.630
CARPENTER		BLD		29.600	31.850	1.5	1.5	2.0	7.450	12.65	0.000	0.520
CARPENTER		HWY		29.950	31.700	1.5	1.5	2.0	7.450	12.65	0.000	0.520
CEMENT MASON		BLD		29.800	31.300	1.5	1.5	2.0	6.600	8.360	0.000	0.500
CEMENT MASON		HWY		30.390	31.890	1.5	1.5	2.0	6.600	8.560	0.000	0.500
CERAMIC TILE FNSHER		BLD		28.400	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000
ELECTRIC PWR EQMT OP		ALL		35.440	0.000	1.5	1.5	2.0	5.000	10.98	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		24.320	0.000	1.5	1.5	2.0	5.000	7.540	0.000	0.180
ELECTRIC PWR LINEMAN		ALL		39.370	41.910	1.5	1.5	2.0	5.000	12.20	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		25.510	0.000	1.5	1.5	2.0	5.000	7.920	0.000	0.190
ELECTRICIAN	N	BLD		36.410	38.410	1.5	1.5	2.0	5.350	7.740	0.000	0.550
ELECTRICIAN	S	BLD		34.200	37.620	1.5	1.5	2.0	5.350	7.610	0.000	0.510
ELECTRONIC SYS TECH		BLD		31.130	32.880	1.5	1.5	2.0	5.350	6.110	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		40.250	45.280	2.0	2.0	2.0	11.03	11.96	2.415	0.000
FENCE ERECTOR		ALL		30.610	32.510	1.5	1.5	2.0	8.840	8.420	0.000	0.900
GLAZIER		BLD		30.780	32.780	1.5	2.0	2.0	6.630	8.150	0.000	0.380
HT/FROST INSULATOR		BLD		31.230	32.230	1.5	1.5	2.0	5.790	8.960	2.000	0.250
IRON WORKER		ALL		30.610	32.510	1.5	1.5	2.0	8.840	8.420	0.000	0.900
LABORER		BLD		27.710	28.960	1.5	1.5	2.0	5.750	9.920	0.000	0.800
LABORER		HWY		29.120	30.120	1.5	1.5	2.0	5.750	9.920	0.000	0.800
LATHER		BLD		29.600	31.850	1.5	1.5	2.0	7.450	12.65	0.000	0.520
LATHER	N	BLD		27.790	29.790	1.5	1.5	2.0	6.750	6.160	0.000	0.320
LATHER	S	BLD		27.150	29.150	1.5	1.5	2.0	6.750	6.800	0.000	0.320
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		BLD		28.400	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000
MARBLE MASON		BLD		29.900	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000
MILLWRIGHT		BLD		29.620	31.870	1.5	1.5	2.0	7.450	13.09	0.000	0.520
MILLWRIGHT		HWY		31.400	33.150	1.5	1.5	2.0	7.450	13.54	0.000	0.520
OPERATING ENGINEER		ALL 1		36.150	0.000	1.5	1.5	2.0	6.800	8.400	0.000	0.800
OPERATING ENGINEER		ALL 2		23.450	0.000	1.5	1.5	2.0	6.800	8.400	0.000	0.800
PAINTER		ALL		33.560	35.060	1.5	1.5	2.0	6.600	4.420	0.000	0.570
PAINTER SIGNS		ALL		33.560	35.060	1.5	1.5	2.0	6.600	4.420	0.000	0.570
PILEDRIIVER		BLD		30.100	32.350	1.5	1.5	2.0	7.450	12.65	0.000	0.520
PILEDRIIVER		HWY		30.950	32.700	1.5	1.5	2.0	7.450	12.65	0.000	0.520
PILEDRIIVER	N	BLD		28.290	30.290	1.5	1.5	2.0	6.750	6.160	0.000	0.320
PILEDRIIVER	S	BLD		27.650	29.650	1.5	1.5	2.0	6.750	6.800	0.000	0.320
PIPEFITTER		ALL		35.470	38.130	1.5	1.5	2.0	6.100	6.630	0.000	0.610
PLASTERER		BLD		30.000	32.000	1.5	1.5	2.0	6.600	10.17	0.000	0.500
PLUMBER		ALL		35.470	38.130	1.5	1.5	2.0	6.100	6.630	0.000	0.610
ROOFER		BLD		28.750	30.250	1.5	1.5	2.0	9.150	8.400	0.000	0.200
SHEETMETAL WORKER		BLD		33.640	35.640	1.5	1.5	2.0	8.300	12.00	0.000	0.520
SPRINKLER FITTER		BLD		36.390	39.140	1.5	1.5	2.0	8.420	8.350	0.000	0.450
STONE MASON		BLD		30.670	32.170	1.5	1.5	2.0	6.600	10.03	0.000	0.630
TERRAZZO FINISHER		BLD		28.400	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000
TERRAZZO MASON		BLD		29.900	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000
TILE LAYER		BLD		29.600	31.850	1.5	1.5	2.0	7.450	12.65	0.000	0.520
TILE MASON		BLD		29.900	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000
TRUCK DRIVER		ALL 1		31.230	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER		ALL 2		31.680	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250

TRUCK DRIVER	ALL 3	31.890	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	ALL 4	32.180	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	ALL 5	33.020	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 1	24.980	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 2	25.340	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 3	25.510	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 4	25.740	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 5	26.420	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TUCK POINTER	BLD	30.670	32.170	1.5	1.5	2.0	6.600	10.03	0.000	0.630

Legend:

- RG (Region)
- TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
- C (Class)
- Base (Base Wage Rate)
- FRMAN (Foreman Rate)
- M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
- OSA (Overtime (OT) is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

Explanations

DOUGLAS COUNTY

CARPENTERS (SOUTH) - That part of the county South of Rt. 36 (Includes LATHERS & PILEDRIVERS).

ELECTRICIAN (NORTH) - Townships of Newman, Murdock, Camargo, and East of the central tracks including all of the Town of Tuscola.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical

systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling

material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

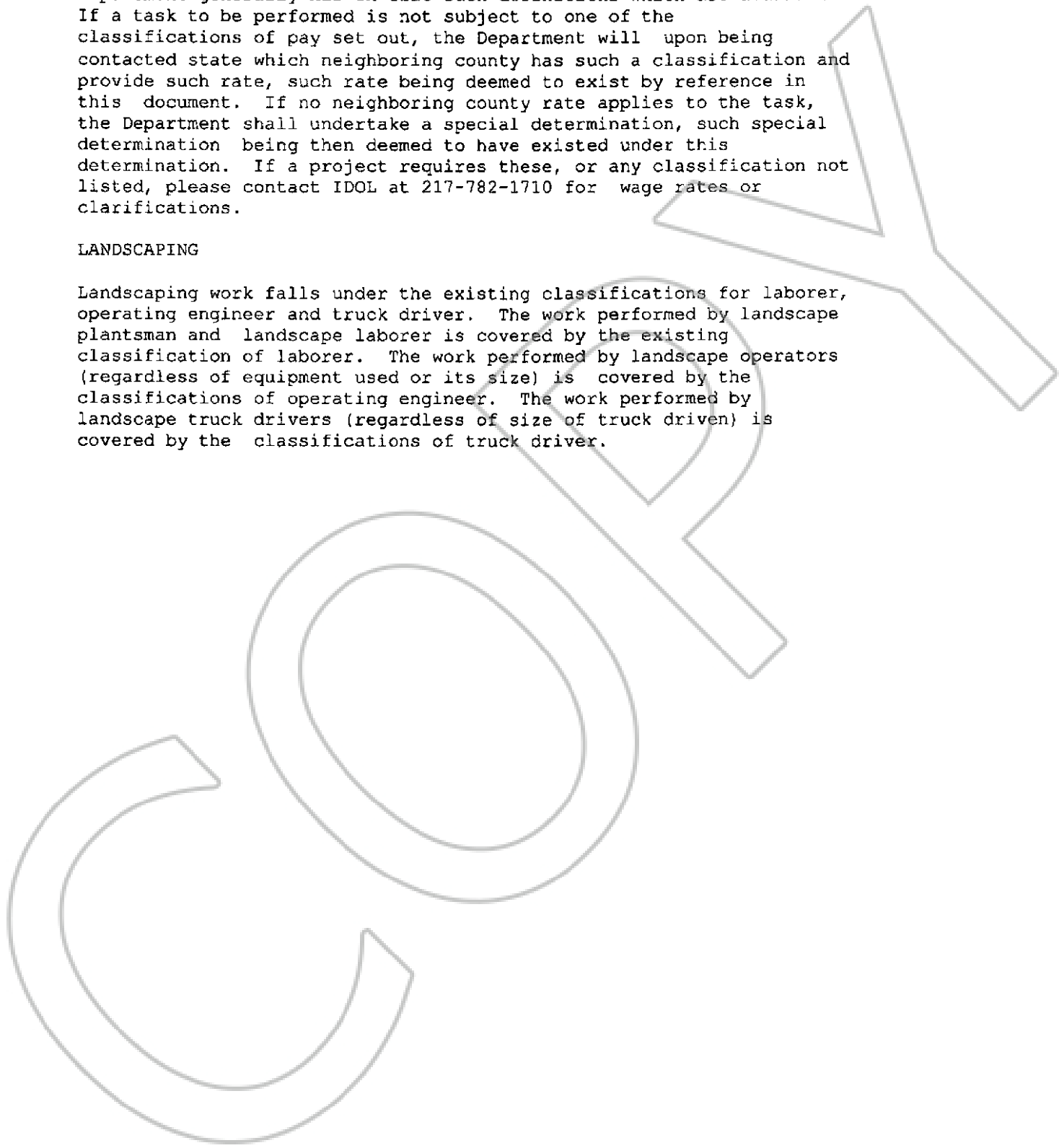


Exhibit F
(Description of Compliance with Design Criteria)

COPY



SECTION 5 Description of Compliance with Design Criteria

Description of Compliance with Design Criteria

Substructure

Building Foundation: Load bearing masonry and steel columns supported on spread and continuous footings. The bottom of the exterior footings will be located a minimum of 18" below the top of the slab-on-grade or the exterior finish grade, the lower. The interior footings will be located approximately 1'-6" below the top of the slab-on-grade. The footings will be stepped as required to accommodate the exterior grade and slab-on-grade elevations.

Canopy Foundations: Steel columns supported on spread footings. The top of the footings will be located a minimum of 1'-6" below the top of the exterior slab-on-grade or the exterior grade, the lower.

Site Wall Foundations: Walls shall be supported on continuous footings. The bottom of the footings will be located a minimum of 1'-6" below the exterior finish grade.

Slab-On-Grade

Senior Center/Pre-School: The slab-on-grade consists of four (4) inches of reinforced concrete with #4 rebar spaced at 16 inches each way. The slab will be depressed at the following locations:

- Kitchen Freezer and Walk-In Cooler: 7" for slab insulation
- Entry Vestibules: 2" for walk-off mats
- Restrooms: 2" for thick-set ceramic tile / slope to drain

Gymnasium/Recreation Center: The slab-on-grade consists of six (6) inches of reinforced concrete with #4 rebar spaced at 16 inches each way. The slab will be depressed at the following locations:

Roof Construction

Gymnasium/Recreation Center: This wing consists of a two story sloped structure with a high volume over the playing courts and a single story low slope section over the administrative space and game room. A parapet is provided at low-slope roof areas.

Roof System: The roof consists of 1.5 inch x 20 ga type HSB-36 Steel Deck by Verco or approved equal metal deck. The deck spans to steel joist or wide flange beams spaced 6'-7" maximum on center that are supported by steel wide-flange girders or masonry bearing walls.

Vertical System: Steel columns and 8-inch wide load bearing masonry walls.

Lateral Resisting System: The Seismic Design Category is D for this site as shown in the "Structural Basis". The masonry wall system shall be: Special Reinforced Masonry Shear Walls.

Senior Center/Pre-School: This wing is single story and consists of a combination of pitched and low-slope roofs. High volume spaces with exposed structure are provided in the Dining Room and Super Activity Room. High volume spaces with finished ceilings are provided in the Main Street, Pre-School, Craft and Activity Rooms. Parapets are provided at low-slope roof areas.

Vertical System: Steel columns and 8-inch wide load bearing masonry walls.

Lateral Resisting System: The Seismic Design Category is D for this site as shown in the "Structural Basis". The masonry wall system shall be: Special Reinforced Masonry Shear Walls.



SECTION 5 Description of Compliance with Design Criteria

Exterior Enclosure

Exterior Masonry Walls: 8" thick reinforced masonry walls backed up by 2" z-furring channels spaced at 24" on center with 2" rigid insulation and 5/8" gypsum board. Exposed masonry walls will be sealed. Metal panels are installed over the reinforced masonry system where noted on the drawings.

Exterior Window Frames: 2"x4.5" aluminum equal to Oldcastle Series 3000 Thermal Multiplane Storefront System.

Exterior Window System: 1" thick insulated glazing consisting of (2) 1/4" panes and 1/2" airspace.

Typical Glazing Values:

North Facing Glazing: Equal to PPG Solarban 60
(70% VLT, .29/.27 U-Value, .28 SC, .24 SGHC)

South/East/West Facing Glazing: Equal to PPG Solarban 80
(48% VLT, .29/.27 U-Value, .44 SC, .38 SGHC)

Translucent Glazing: Equal to Advanced Glazings "Solera"
(33% VLT, .47 U-Value, .31 SHGC)

Exterior Door Frames: Fully welded, 16 gauge steel (hollow metal), primed and painted.

Exterior Doors: Fully welded, 16 gauge steel (hollow metal), insulated doors (7.7 R-Value), primed and painted.

Exterior Entrance Doors: Equal to Oldcastle PerformMax Wide Style entrance doors (5" stile, 6" top rail, 10" bottom rail).

Exterior Storefront Doors and Door Lites: 1/4" tempered glass meeting ANSI 297, 1-1972.

Exterior Gates: Custom steel hinged gates composed of Hollow Steel Sections, Channels and Plates, primed and painted. Gates will be supplied with appropriate exiting hardware.

Exterior Horizontal Enclosures

Roofing

The low slope membrane roofing system shall be a 60 mil feltbacked, White PVC, mechanically fastened thermoplastic single-ply roofing membrane system (104 SRI and Initial Emittance of .90) equal to Sarnafil G410-20 (80 mil).

The single ply roofing systems shall be comprised of the following major components and have Class A fire rating and comply with FM 1-90 Approval:

- 60 mil. Flashing Membrane
- Membrane Adhesive
- Insulation Fasteners/Adhesive
- Polyisocyanurate Roof Insulation (thickness as required to achieve R-38 minimum).
- Fasteners for Masonry and Sheet Metal
- Bonding Adhesives



SECTION 5 Description of Compliance with Design Criteria

- Air Barrier (10 mil. low density polyethylene) or Deck Primer
- 96 mil. Walkway Protection Pads – minimum 28" wide
- Clad Metal Flashing
- Miscellaneous Accessories (wood nailers, sealants, caulking compounds, primers, solvents, overnight seal, separator sheets, etc. as required by manufacturer for a complete system).

Pitched roofs shall be 22 gauge, 16-5/8" wide corrugated metal panel system equal to ATAS International "Corra-Lok". The corrugated panel system will be installed on z-purlins with polyisocyanurate roof insulation (thickness as required to achieve R-38) and a waterproof membrane equal to WR Grace Ice & Water Shield. Metal roof systems shall be equipped with snow guards. Panel colors shall match ATAS "Slate Grey" coating.

Roofing systems shall be provided with a 20 year minimum warranty.

Horizontal Openings

Domed Unit Skylights: Equal to Sun Optics Signature Series Prismatic Skylight, see drawings for sizes.

Sloped Roof Skylights: Equal to Kalwall "Clearspans", 4" thick panels, Crystal Exterior / Crystal Interior. Please note that these are not included in the base bid but are to be included as a value-added item, budget permitting.

Roof Hatches: Equal to Bilco 36"x30" Type S Roof Hatch with Ladder Up safety post.

All roof openings to be mounted on insulated roof curbs.

Interior Construction

Partitions: 3-5/8" or 6", 20 gauge cold formed metal studs at 24" o.c. with 5/8" gypsum board each side.

Restroom, Shower and Food Prep Partitions: 3-5/8" or 6", 20 gauge cold formed metal studs at 24" o.c. with 5/8" moisture resistant gypsum board or cement board at wet side, 5/8" gypsum board opposite side. Partitions shall be finished ceramic tile to height noted in the RFP.

Backing shall be provided for all partition hung equipment.

In sound sensitive areas, studs and drywall will be run to the structural deck, acoustically insulated and treated at the head condition to achieve a minimum STC rating of 47, typical. In highly sensitive areas, wall assemblies will be designed to meet a STC 55 rating. This is often achieved with the addition of resilient channels or additional layers of drywall.

Walls to receive a painted finish will be textured with a light orange peel finish and shall be finished to the following Drywall Finishing Levels:

- Level 1: Ceiling plenum areas, concealed areas and where noted.
- Level 2: Panels that are substrate for tile.
- Level 3: Surfaces that will be exposed to view.
- Level 4: N/A
- Level 5: At locations of wall coverings, graphics or other specialty finishes.

Where required to be fire rated, wall assemblies will be detailed and installed in accordance with tested assemblies as included in the Gypsum Association's "Fire Resistance Design Manual", Underwriter's Laboratories "Fire Resistance Directory" and the prescriptive standards listed in the 2006 IBC.

SECTION 5 Description of Compliance with Design Criteria



Interior Window Frames: Fully welded 16 gauge steel, primed and painted.

Interior Windows: 1/4" clear fully tempered glass (UL 972):

Interior Door Frames: Fully welded 16 gauge steel, primed and painted.

Interior Doors: 1-3/4" solid core wood doors, hardwood veneer with clear lacquer finish. Doors will be glazed according to the RFP criteria.

Sliding Glass Entrance Doors: Equal to Stanley Dura-Glide 2000 door system with automatic opener.

Overhead Coiling Counter Doors: 6-foot wide doors equal to Overhead Door Series 651, Stainless Steel with Crank Operation.

Insulated Overhead Coiling Door: Equal to Overhead Door Series 625, painted finish, manual operation.

Door hardware will be provided in accordance with the RFP criteria

Interior Specialties

Corner Guards:

48" high, surface mounted stainless steel corner guards equal to Arden Architectural Specialties CG-SS.

48" high, flush mounted PVC free corner guards equal to Acrovyn FS-20N

Interior Finishes

Walls

Ceramic Tile Walls: ANSI/TCA A137.1, matt glazed with matching 1/4 inch radius edge trim pieces.

Painted Walls:

Interior Gypsum Board:

1. First Coat: Acry-prime Acrylic - #066 Envirokote "Frazee"
2. Second Coat: Acrylic Semi-Gloss Enamel - #032 Envirokote "Frazee"
3. Third Coat: Acrylic Semi-Gloss Enamel - #032 Envirokote "Frazee"

Wall Carpet: Shaw Contract Group "Reticent" Rib Wall Covering (50% Olefin - 50% PET).

Other Acoustic Wall Treatment: 1-1/2" Painted Acoustic Panels by Tectum, Inc. Panels are mounted directly to the wall.

Flooring

Ceramic Floor Tile: At ceramic tile shower stalls and where indicated on drawings, install full mortar bed, tile, and grout in accordance with TCA Handbook for Ceramic Tile Installation, Handbook Method Number F111 with cleavage membrane and reinforcing. Provide bullnosed tile at transition to other floor material. Provide matching cove base.

Sports Flooring: Equal to Mondo "Sport Impact" or approved equal. 3/8" inch thick, color TBD.

Carpeting: To be provided by Owner. Floor prep by Contractor

SECTION 5
Description of Compliance with Design Criteria



Ceiling Finishes
Suspended Acoustical Ceilings

Suspension System:

15/16 inch wide tee system equal to Armstrong's 15/16 "Prelude" with downward access removable T, components die cut and interlocking with hemmed edges. Grid manufactured from commercial quality cold rolled steel with galvanized coating.

Suspension System Accessories: Includes edge trim, hanger wires, support channels and other accessories as required for a complete system in size and configuration shown on drawings and in accordance with IBC, ASCE and CISC requirements.

Ceiling Tile:

General Ceiling Areas: Similar to Armstrong "Cirrus Second Look", 2 X 4 X 3/4, NRC .65, CAC 35, Reflectance .85, vinyl latex paint finish, white.

Open Office Areas: Similar to Armstrong "Cirrus Second Look", 2 X 4 X 3/4, NRC .70, CAC 40, Reflectance .86, vinyl latex paint finish, white.

Kitchens: Similar to USG "Sheetrock Lay-In Ceiling Panel ClimaPlus" 2'x4'x1/2", white vinyl face on gypsum panel.

Suspended Gypsum Board Ceilings: Equal to Armstrong Drywall Grid System for drywall and plaster.



SECTION 5
Description of Compliance with Design Criteria

Material Schedule

KEY	DESCRIPTION	REMARKS
FLOORING		
F-1	SEALED CONCRETE	
F-2	OFOI CARPET	
F-3	RECESSED ALUMINUM WALK-OFF MAT	AMARCO "AL-TRACK 250"
F-4	DALTILE KEYSTONE 2"x2" MOSAICS - DK04	RESTROOMS
F-5	RUBBER SPORTS FLOORING (3/8") A. SPORT IMPACT - MEDIUM GREY B. SPORT IMPACT - DARK GREY C. SPORT IMPACT - BROWN D. SPORT IMPACT - SAND	6FT. ROLL
F-6	SHERWIN-WILLIAMS FasTop URETHANE SLURRY	NEUTRAL
F-7	OFOI VINYL TILE	
F-8	OFOI RESILIENT SHEET VINYL	
F-9	MAPLE ATHLETIC HARDWOOD GYM FLOORING	
BASE		
B-1	OFOI RUBBER BASE	
B-2	DALTILE MOSAIC BUILT-UP2"x2" BASE - MB-5A	URBAN PUTTY D161
B-3	SHERWIN-WILLIAMS FasTop COVE BASE	NEUTRAL
CEILING		
C-1	PAINTED GYPSUM BOARD	SEE PAINT SCHEDULE
C-2	EXPOSED STRUCTURE - PAINTED	SEE PAINT SCHEDULE
C-3	ACOUSTICAL CEILING TILE A. ARMSTRONG "CIRRUS OPEN PLAN #556" B. ARMSTRONG "CIRRUS SECOND LOOK #510" C. USG "SHEETROCK CLIMA PLUS #3270"	OPEN OFFICE SPACES & CONFERENCE ROOMS KITCHEN SPACES
WALLS		
W-1	PAINTED GYPSUM BOARD	SEE PAINT SCHEDULE
W-2	DALTILE WALL TILE 6"x6" MATTE A. X735 - ALMOND B. 0766 - ELEMENT TAN C. 0761 - URBAN PUTTY D. QF42 - WILLOW (MULTI-STALLS) E. QF74 - COPPER (SINGLE STALLS)	PRICE GROUP 1 - FIELD (A-C) ACCENT (D-E)
W-3	STOREFRONT GLAZING SYSTEM	
W-4	SHAW CONTRACT RIB WALL COVERING	"RETICENT" - COLOR TBD
W-5	ACOUSTIC WALL PANEL - TECTUM INTERIOR 2"	PC-3

SECTION 5
Description of Compliance with Design Criteria



W-6	FRP PANELS	KITCHEN
W-7	PLYWOOD / MASONITE WAINSCOT	STORAGE AREAS
W-8	PRE-FAB INSULATED WALL PANELS	COOLER / FREEZER
W-9	RACQUETBALL COURT WALL	
MILWORK		
PL-1	PLASTIC LAMINATE – FORMICA 86992-58	HORIZONTAL SURFACES
PL-2	PLASTIC LAMINATE– FORMICA 5880-58	VERTICAL SURFACES
WD-1	STAIN GRADE WOOD VENEER - WALNUT	VERTICAL SURFACES
SS-1	SOLID SURFACE – CORIAN BRONZITE	HORIZONTAL SURFACES
TOILET PARTITIONS		
TP-1	SCRANTON - FLOOR MOUNTED OH BRACED, GREY	1" PHENOLIC RESIN PANEL
TRIM		
T-1	WOOD CHAIR RAIL – CJS ACROVYN FRW-225	
MASONRY		
CMU-1	BASALITE SPEC-BRIK A. STANTON BLEND, 8" x 4" x 16" B. HOUSTON BLEND, 8" x 4" x 16" C. GARDNER BLEND, 12" x 4" x 16"	
C-LNT	BASALITE PRE-CAST CONCRETE LINTEL	
METAL SIDING		
MS-1	ATAS CORRA-LOK 7/8" PANEL, SLATE GREY	
MS-2	ATAS VERSA-SEAM, 12" PANEL WITH 1/4"	
PAINT SCHEDULE		
KEY	DESCRIPTION	LOCATION
PC-1	FIELD COLOR	WALLS / EXPOSED STRUCTURE
PC-2	ACCENT COLOR	WALLS
PC-3	ACCENT COLOR	WALLS
PC-4	ACCENT COLOR	METAL RAILS / TRIM
PC-5	ACCENT COLOR	WALLS
PC-6	ACCENT COLOR	DOOR FRAMES / COPING



SECTION 5 Description of Compliance with Design Criteria

Architectural Code Analysis / Basis of Design

Governing Codes

- IBC – 2006
- IEEC – 2006
- ICC/ANSI 117.1 – 2003
- IFC – 2006

- NEC – 2005
- UMC – 2006 (Uniform Codes)
- UPC – 2006 (Uniform Codes)

2006 – IBC

Chapter-3 – Occupancy Classification

- "A-3" Assembly Areas Section 303.1
- "B" Business Section 304.1 (Areas used for Office functions)

Chapter-4 – Special Detailed Requirements Based on Use and Occupancy

N/A

Chapter-5 – General Building Heights and Areas

Construction Type: **Type III – B**

"A-3" basic allowable area – 9,500 s.f.
2 Stories (before sprinkler increase) **3 floors w/ sprinklers**
55' height (before sprinkler increase) **75' w/sprinklers**

Section 504.2 Sprinkler increase – 20' Increase in height
- 1 story additional

Section 506.2 Frontage Increase – based on perimeter of 20' clear or more (30' clear is max) – 75% increase max.

Section 506.3 Sprinkler Increase – **200% allowed for Two Story**

Allowable Area: $A = (9,500) + (9,500 \times .30) + (9,500 \times 2) = 31,250 \text{ s.f.} \times 2 \text{ stories} = 62,700 \text{ s.f.}$
Actual Area: 77,671 s.f. > 62,700 s.f. >>>>> **Building Separation Required – see Section 705**

Actual Height: 58' < 75'

Incidental Use Areas – Section 508.2

- Table 508.2
- Storage Rooms over 100 sq.ft.
 - 1-hr separation w/o sprinklers
 - No Fire rated separation req. with sprinklers
 - o (Wall still req. to be smoke partition – Sec. 508.2.2.1)

SECTION 5
Description of Compliance with Design Criteria



Section 508.2.2.1 "Construction". Where 1-hr requirement is waived due to sprinklers, incidental use area will be required to be separated by a "construction capable of resisting the passage of smoke."
 - Full height wall
 - Doors self-closing (with min. undercut)

Mixed Use Occupancies – Section 508.3.

Section 508.3.1 10% of building floor area in which occurs or less of sub occupancy – then mixed use is not required. "B" – Administrative occupancy is less than 10% of the 1st story of the building therefore it would not be Mixed Occupancy
 - Community & Senior Center = 4,000 s.f. of "B" space which is **approx 7.8% of area** separated bldg it would be a part of (6,019 s.f. / 77,670 s.f.)
1.01 Building is not classified as "Mixed Use" – Nonseparated Occupancies is being applied.

Section 508.3.2 Non-separated Occupancies - Type of construction for entire building is based on most restrictive height and area limitations for each of the applicable occupancies contained within the building. "The most restrictive shall apply to the entire building". **Occupancy Type A-3 is being applied to entire building.**

Chapter-6 – Type of Construction

Construction Type: **Type III – B**

Table 601 Fire resistance rating requirements for Building Elements – (for Type III-B)

- Structural Frame	0-hr
- Bearing Walls (exterior)	2-hr
- Bearing Walls (interior)	0-hr
- Nonbearing Walls and partitions – Exterior & Interior	0-hr
- Floor Construction	0-hr
- Roof Construction (see exception D)	0-hr

Table 602 Fire rating for Ext. non-bearing walls based on fire separation distance (from prop. line)

<5'	1-hr
> or = 5', <10'	1-hr
> or = 10', <30'	0-hr
> or = 30'	0-hrs

Chapter-7 – Fire-Resistance – Rated Construction

Section 704.3 Buildings on Same Lot. Assume prop line ½ way between bldgs. (N/A)

Section 704.8.1 Bldgs with Sprinklers
 Unprotected opening % = Limits of Protected openings allowed in table 704.8 (unprotected openings count as protected – with sprinklers in entire building)

Section 704.8.2 First story of bldgs facing a street. Ext. wall facing street of distance 15' or greater, then Unprotected Openings are unlimited.

SECTION 5 Description of Compliance with Design Criteria



Table 704.8	Allowable Area of openings Protected Opening Limits (and unprotected – sec 704.8.1)
	0 to 3' _____ NP, 3 to 5' _____ 15%
	5 to 10' _____ 25%, 10 to 15' 45%
	15 to 20' 75%, 20 to 25' _____ NL

Section 705 **Fire Walls** (similar to UBC Area Separation Walls)
Dividing up Building Areas by Fire Walls per section 705 to areas less than maximum allowable for Type III-B is required.

Table 705.4 Fire Wall Fire Resistance Ratings

- 3-hr required for occ group "A" and "B", per Footnote "a", Type II buildings are allowed 2-hr Fire Barriers.
- **2-hr Fire Wall Required** as Area Separation

Fire Wall must comply with:

- Section 705.2 – **Structural Stability**
- Section 705.5 – **Horizontal Continuity**
(See exception 2- non combustible exterior finish)
 - o Section 705.5.1 – **Exterior Walls**
(4ft of 1HR FIRE RESISTANCE and no openings)
 - o Section 705.5.2 – **Horizontal Projections**
- Section 705.6 – **Vertical Continuity**
 - o Section 705.6.1 – **Stepped Building**
- Section 705.9 – **Penetrations**
- Section 705.10 – **Joints** in wall (per Sec 713)
- Section 705.11 – **Ducts and air transfer openings**

Chapter-9 – Fire Protection Systems

Section 903.2.1.3 Group "A"
Sprinklers required in occupancy "A" areas over 12,000 s.f. in area

Section 906.1 (IFC 2006) Portable Fire Extinguishers- In "A" occupancy areas equipped with sprinklers, portable fire extinguishers shall be required online in locations: within 30 ft. of commercial cooking equipment, and in special hazard areas.

IFC Table 906.3(1) Ordinary Hazard requires 2-A rated fire extinguisher and a maximum travel distance of 75-feet to an extinguisher.

Chapter-10 – Means of Egress

Section 1004.1 See Drawings for Occupant Load Calculations

Section 1004.8 Outdoor areas- Patio occupant load exits directly to exterior.

SECTION 5
Description of Compliance with Design Criteria



- Section 1015.1 Group "A" and "B" – 50 occupants or more – 2 exits required.
(Table 1015.1) – Occupant count up to and including 49 allowed on 1 exit Occupancy "A" and "B"
- Section 1016 Table 1016.1- "A" occupancy with sprinklers= 250 ft travel distance
- Section 1017.1 Corridor fire resistance ratings (per Table 1017.1) - > 30 w/ Fire Sprinklers = 0-hr rating.
- Section 1019 Number of Exits Required
Table 1018.1
501 to 1000 occupants – 3 exits required
1001 up – 4 exits required
- Section 1020 Vertical Exit Enclosures (Stair shafts) – Not required per Exception 9 – two-story protected with an automatic fire sprinkler system.

Chapter-11 – Accessibility

Section 1103 – Scoping Requirements

- Section 1103.2.8 Limited Access (non-occupiable areas accessed only by ladders, catwalks, etc – such as roofs – are not required to be HC accessible)
- Section 1103.2.9 Equipment Spaces (non-public spaces accessed only for maintenance, etc – not required to be HC accessible – such as Mechanical and Electrical rooms)
- Section 1102.2.15 Walk-in Coolers and Freezers – if used only for Employees use – not required to be HC Accessible)
- Section 1104 Accessible Route (required for all public spaces from public transportation stops, parking, and street access – required throughout public spaces within building)
- Section 1105.1 Public Entrances – at least 60% shall be accessible
- Section 1108.2 Assembly Area Seating
 - Section 1108.2.6 Assistive Listening Systems
 - Section 1108.2.8 Dining Areas

SECTION 5 Description of Compliance with Design Criteria



Section 1109 – Other Features and Facilities

- Section 1109.2 Toilet & Bathing Facilities
 - #3 Fixtures in excess of min plbg req. – at least 5% shall be accessible.
 - #5 More than 1 urinal, then at least 1 shall be accessible.
- Section 1109.2.1 Unisex toilet and bathing rooms – with 6 or more total WC's (Male and Female combined) for Assembly area, then 1 Unisex toilet room is req'd.
- Section 1109.2.2 Toilet Stalls
 - 1 req to be HC Wheel Chair accessible
 - 6 or more stalls – 1 will be ambulatory stall
 - o HC ambulatory will be ANSI 117 req.
- Section 1109.3 Sinks
5%, but not less than 1 shall be accessible ANSI 117
- Section 1109.4 Kitchens and Kitchenettes (applies to Buffet Area / Lunch Room)
- Section 1109.5 Drinking Fountains
50% of EWCs to be accessible – but not less than 1
- Section 1109.8 Storage (for cabinet areas)
 - Section 1109.8.1
Lockers – 5% shall be accessible
- Section 1109.11 Seating at Tables, Counters and Work Surfaces

Section 1110 – Signage (accessibility signage required at Parking, passenger loading zones, toilet rooms, entrances (as noted),
(Also refer to section 2902.5 for Toilet Room Signage required)

Chapter-29 – Plumbing Systems

- Section 2902 The number of occupants shall be determined by this code
(based on Table 2902.1 requirements)
See Calculation

Uniform Plumbing Code (UPC 2006) must be used for min. plumbing fixture count by NRS 444.

SECTION 5
Description of Compliance with Design Criteria



IECC – 2006 (International Energy Conservation Code)

- Nevada is **Climate Zone 5** (everything except Clark County – which is Zone-3)
(Page 13 – left hand column)

- Table 502.2 (1) – Building Envelope Requirements (opaque Assemblies) Page-30

Roof	R-20 ci (continuous insulation)
Attic and Other	R-30
Walls	R-7.6 ci (continuous – Mass Walls –Masonry)
Floors (no on Grade)	R-19
Opaque Doors	U – 0.70
Roll-up Doors	U – 1.45

(Opaque Doors are any door with less than 50% glazing area per door area – Section 502.2.7 – Page 29 bottom.)

- Table 502.3 – Building Envelope Requirements: Fenestration Page 32

Curtain Wall/Storefront	U – 0.45
Entrance Doors	U – 0.80
All Other	U – 0.55
<u>SHGC – All Frame Types</u>	
SHGC: PF < 0.25	U – 0.40
SHGC: PF 0.25 <	Not Required

(PF = Projection Factor – See Section 502.3.2 page-31 for calculation. Credit is given for Length of overhang in front of glazing and height of overhang above bottom of glazing. Assumes window is partially shaded – thereby allowing deletion of Shading Coefficient requirement where applicable).

- Section 502.5 Moisture Control (Mandatory)

Framed Walls, Floors and Ceilings will need a vapor retarder if not vented to allow moisture to escape. (CMU / Masonry walls do not appear to be classified as framed walls).

SECTION 5
 Description of Compliance with Design Criteria



Space Requirements Program Comparison

PROGRAM AREA SUMMARY		DOUGLAS COUNTY COMMUNITY CENTER				12/14/12	
Number	Room Name	Proposal Design Area Provided	Concept Design Area Provided	SRP Area	FSR Area	RDC	NOTES
1	ENTRY	120	214 SF	120	120	X	BI-PARTING DOORS & WALK-OFF MAT
2	LOBBY / CIRCULATION			400	400	X	
3.1	LOUNGE / WAITING AREA	754	470	600	600	X	
3.2	ENTRY	120	123	120	120	X	BI-PARTING DOORS & WALK-OFF MAT
3.3	GIFT SHOP	534	424	400	400	X	
3.4	DINING ROOM	5,292	4,731	4,800	4,800	X	MIN 70% GLASS ON SOUTH FACADE
3.5	STORAGE	878	785	900	900	X	
3.6	STAGE ALCOVE	293	279	280	280	X	
3.7	CONFERENCE ROOM	240	229	240	240	X	
3.8	RECEPTION	173	161	148	148	X	
3.9	COFFEE BAR	39	50	50	50	X	
3.10	SUPER ACTIVITY ROOM	1,784	1,797	1,800	1,800	X	
3.11A	FAMILY RR	80	107	80	80	X	
3.11B	FAMILY RR	80	82	80	80	X	
3.12	CLEAN CRAFTS	440	476	450	450	X	
3.13	DIRTY CRAFTS	716	715	700	700	X	ACCESS TO OUTDOOR COVERED PATIO
3.14	ACTIVITY ROOM	394	336	400	400	X	
3.16A	MEN'S RR	320	318	320	320	X	
3.16B	WOMEN'S RR	320	319	320	320	X	
3.17	GIFT SHOP STORAGE	211	218	200	200	X	
	SUB-TOTAL	12,668	11,620	11,888	11,888		
3.20	DINING CIRC	994	1,067	0	0		
	TOTAL	13,662	12,687	11,888	11,888		
4.1	KITCHEN	818	910	800	800	X	
4.2	DRY STORAGE	467	500	450	450	X	
4.3	DISH WASHING	264	266	200	200	X	
4.4	COOLER	200	249	200	200	X	
4.5	FREEZER	300	299	300	300	X	
4.6	STAFF OFFICES	127	133	120	120	X	
4.7	RR	60	53	60	60	X	
4.8	JANITOR	33	47	120	120	X	
4.9	LUNCH ROOM	201	183	180	180	X	
4.10	BUFFET AREA	272	233	260	260	X	
	SUB-TOTAL	2,742	2,873	2,690	2,690		
4.11	INTERNAL CIRCULATION	95	95	215	215		
	TOTAL	2,837	2,968	2,905	2,905		
6.1	ADULT DAY CARE	972	1,285	1,000	1,000	X	
6.3	OFFICE	147	161	150	150	X	
6.4A	RR	79	109	79	79	X	
6.4B	RR	79	72	79	79	X	
6.5	PERSONAL ACT	83	99	100	100	X	
6.6	SEE 11.7	0	0	0	0		
6.8	RELAXATION ROOM	172	155	160	160	X	
	SUB-TOTAL	1,532	1,881	1,568	1,568		
	INTERNAL CIRCULATION	50	63	250	250		
	TOTAL	1,582	1,944	1,818	1,818		
7.1A	ACTIVITY ROOM	1,449	1,079	1,200	1,200	X	
7.1B	ACTIVITY ROOM	1,175	1,220	1,200	1,200	X	
7.2	ACTIVITY ROOM	574	536	560	560	X	
7.3	LUNCH / MEETING AREA	361	334	360	360	X	
7.4	PRESCHOOL	1,106	1,097	1,150	1,150	X	
7.5	PS RR	70	68	70	70	X	
7.6A	WOMEN'S RR	280	276	280	280	X	
7.6B	MEN'S RR	280	276	280	280	X	
7.7	STORAGE	302	287	300	300	X	
	SUB-TOTAL	5,597	5,173	5,400	5,400		
	INTERNAL CIRCULATION			0	0		
	TOTAL	5,597	5,173	5,400	5,400		
8.1	ENTRANCE / LOBY	89	117	120	81	X	
8.2	RECEPTION	100	90	100	100	X	
8.3	COMMUNITY SERVICES DIRECTOR	331	316	280	280	X	
8.4	OFFICE MANAGER	140	135	140	140	X	
8.5	CONFERENCE ROOM	283	270	280	280	X	
8.6A	SENIOR SVCS & REC MGR OFFICES	225	229	224	224	X	
8.6B	SENIOR SVCS & REC MGR OFFICES	224	215	224	224	X	
8.7	WORKROOM	172	177	180	180	X	
8.8A	MEN'S RR	60	57	60	60	X	
8.8B	WOMEN'S RR	60	61	60	60	X	
8.9	STAFF BREAK ROOM	143	133	140	140	X	
8.10	IT ROOM	93	70	80	80	X	
8.11	WORKSTATIONS	359	278	260	260	X	
8.12	TRANS OFFICE	320	112	120	120	X	

SECTION 5
Description of Compliance with Design Criteria



8.13	REC COORD	120	112	120	120	X
	SUB-TOTAL	2,519	2,372	2,388	2,349	
8.14	COMM. SERV CIRC	478	412	478	534	X
	TOTAL	2,997	2,784	2,866	2,883	
9	BOUNCE HOUSE / CLIMBING WALL	608	1,066	0		
9.1	RECEPTION COUNTER	440	383	350	350	X
9.2A	STAFF OFFICES	157	155	150	150	X
9.2B	STAFF OFFICES	99	107	100	100	X
9.2C	STAFF OFFICES	109	107	100	100	X
9.3	WORKROOM	289	213	250	250	X
9.4	GAMES / LOUNGE	1,603	1,610	1,500	1,500	X
9.5A	MEN'S RR	420	419	420	420	X
9.5B	WOMEN'S RR	420	425	420	420	X
9.5A	RACQUETBALL COURT	808	800	800	800	X
9.6B	RACQUETBALL COURT	808	800	800	800	X
9.7	GYMNASIUM A	8,491	9,195	9,000	9,000	X
9.8	GYMNASIUM B	8,948	8,997	9,000	9,000	X
9.9A	STORAGE	704	651	800	800	X
9.9B	STORAGE	413	458			X
9.9C	STORAGE	249	0			X
9.10	FAMILY RR	80	88	80	80	X
9.11A	EXERCISE AREA	3,191	3,047	4,800	4,800	X
9.11B	EXERCISE AREA	1,452	1,481			X
9.12	JOGGING TRACK	6,733	6,754	6,000	6,000	X
9.13	WORK AREA	263	263	0	0	
9.14	COUNTER MANAGER WORKSTATION	88	147	80	80	X
9.15	STORAGE	111	103	120	120	X
9.16	GENERAL LOCKERS	210	173			
	SUB-TOTAL	36,688	37,442	34,770	34,770	
9.18	REC CIRC	3,477	2,593	3,477	3,472	X
	TOTAL	40,165	40,035	38,247	38,242	
10.1A	EQUIPMENT ROOM		475	400		X
10.1A-1	MDF (TELEPHONE ROOM)	124			60	
10.1A-2A	ELECTRICAL CLOSET	200			80	
10.1A-2B	ELECTRICAL CLOSET				80	
10.1A-2C	ELECTRICAL CLOSET				80	
10.1A-3	ELECTRICAL SWITCHGEAR	293			200	
10.1A-4	HYDRONIC SYSTEM BOILER	205			100	
10.1A-5	SNOW MELT EQUIP.	144			80	
10.1A-6	PUMPS AND MISC.				200	
10.2	JANITORIAL SUPPLY	226	146	140	140	X
10.4	MAIN STREET	2,800	2,428	2,800	2,800	X
10.5A	STAIR 1	624	159	624	624	X
10.5B	STAIR B	624	190	624	624	X
10.6	ELEVATOR	100	79	100	100	X
10.7	ELEVATOR MACHINE	0	65	0	0	
10.8	FIRE RISER ROOM	28	53	0	0	
	SUB-TOTAL	3,368	3,595	4,688	5,168	
	INTERNAL CIRCULATION	0	0	0	0	
	TOTAL	5,368	3,595	4,688	5,168	
11.1	RECEPTIONIST	56	58	64	64	X
11.2A	EXAM ROOM	97	102	96	96	X
11.2B	EXAM ROOM	97	93	96	96	X
11.2C	EXAM ROOM	97	102	96	96	X
11.2D	EXAM ROOM	97	102	96	96	X
11.4A	RR	50	52	50	50	X
11.4B	RR	50	52	50	50	X
11.4C	RR	47	46	50	50	X
11.5	STAFF OFFICE	291	314	300	300	X
11.6	WAITING AREA	172	524	240	240	X
11.7	STORAGE / WORK ROOM	309	305	300	300	X
11.8	OFFICE	86	78	80	80	X
11.9	LAB	124	124	120	120	X
11.13A	WIC OFFICE	79	83	80	80	X
11.13B	WIC OFFICE	80	83	80	80	X
	SUB-TOTAL	1,732	2,118	1,798	1,798	
	INTERNAL CIRCULATION	285	291	360	360	
	TOTAL	2,017	2,409	2,158	2,158	
	TOTAL NET AREA	74,345	71,595	70,490	70,982	
EXTERIOR SPACES						
17A	PRE-SCHOOL PLAY AREA		1,514		2,000	
17B	DINING ROOM DECK		3,046			
17C	COVERED KILN PATIO				500	

Includes Bounce House/Climbing Wall
 Includes Bounce House/Climbing Wall

NOTED IN D.C. NARRATIVE

100% DAYLIGHTING



SECTION 5 Description of Compliance with Design Criteria

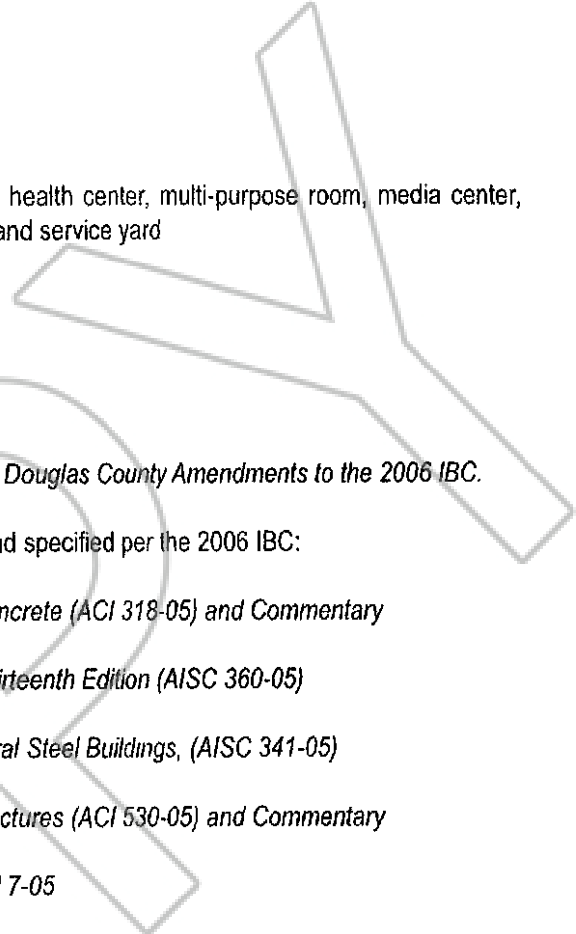
Structural Design Criteria

Structural Components:

The structural components of the project consists of the following:

Building: Community and Senior that consists of administration offices, health center, multi-purpose room, media center, special programs center, learning center, maintenance & operation rooms, and service yard

Canopies: Entry Canopy.



Code Analysis and Standards:

The governing building code is the *2006 International Building Code (2009 IBC) with Douglas County Amendments to the 2006 IBC*.

The following material code and design load standards will be used as referenced and specified per the 2006 IBC:

American Concrete Institute, Building Code Requirements for Structural Concrete (ACI 318-05) and Commentary

American Institute of Steel Construction Inc, Steel Construction Manual, Thirteenth Edition (AISC 360-05)

American Institute of Steel Construction Inc, Seismic Provisions for Structural Steel Buildings, (AISC 341-05)

American Concrete Institute, Building Code Requirements for Masonry Structures (ACI 530-05) and Commentary

Minimum Design Loads for Buildings and Other Structures, ASCE Standard 7-05

Design Criteria:

Project Location and Occupancy Categories:

Location: Waterloo Lane, Minden, Nevada.

Building Occupancy: Group A-3 occupancy. Use Occupancy Category III per ASCE 7-05 Table 1-1.

Structural Material Used For Project:

Wide Flange Beams, ASTM A992, $F_{y min} = 50$ ksi, $F_{U min} = 65$ ksi

Channels & Angles, ASTM A36, $F_{y min} = 36$ ksi, $F_{U min} = 58$ ksi

Pipe Columns, ASTM A53 (Type E or S) Grade B, $F_{y min} = 35$ ksi, $F_{U min} = 60$ ksi

Square or Rect. Tubing, ASTM A500 – Grade B, $F_{y min} = 46$ ksi, $F_{U min} = 58$ ksi

Plates & Bars, ASTM A36, $F_{y min} = 36$ ksi, $F_{U min} = 58$ ksi

Plates & Bars, ASTM A572, $F_{y min} = 50$ ksi, $F_{U min} = 65$ ksi

Plates & Bars, ASTM A588, $F_{y min} = 50$ ksi, $F_{U min} = 70$ ksi

High Strength Bolts, ASTM A325, $F_{U min} = 105-120$ ksi

Roof Deck, ASTM A653, SS Grade 33, $F_{y min} = 33$ ksi

Footings, $f_c = 3000$ psi

Slab-on-grade, Mechanical Pads on grade, $f_c = 4000$ psi

Deformed Reinforcing Bars, ASTM A615, $F_{y min} = 60$ ksi, $F_{U min} = 90$ ksi

SECTION 5
Description of Compliance with Design Criteria



Deformed Reinforcing Bars, ASTM A706, $F_{ymin} = 60$ ksi, $F_{Umin} = 80$ ksi
 Anchor Rods, ASTM F1554 Grade 36 and Grade 55 with S1

Live Loads: References - Table 1607.1 of the 2009 IBC.

<u>USE</u>	<u>UNIFORM (psf)</u>	<u>COMMENTS</u>
Gymnasium balcony: and 1 st Floor corridors	100	IBC Table 1607.1.
Light Storage	125	IBC Table 1607.1.
Roof	30	Douglas Co. Bldg. Dept. (Snow)
Mechanical and Electrical Storage weight)	125 (or equipment	IBC Table 1607.1.

Note: Live Loads are not reducible unless specifically noted in table above.

Dead Loads: TDB.

Geotechnical Criteria: The geotechnical recommendations will be based on project soils report.

Seismic Design Criteria:

Latitude: 38.93 N

Longitude. 119.771 W

Importance Factor, $I_e = 1.25$ (ASCE 7-05 Section 11.5.1, page 116).

Mapped Spectral Response Acceleration, $S_s = 1.599$, $S_{1.0} = 0.726$

Site Class: D

Site Class Coefficient: $F_a = 1.0$, $F_v = 1.5$

Maximum Considerable Earthquake
 Spectral Response Accelerations, $S_{MS} = 1.599$, $S_{M1} = 1.089$

Spectral Design Coefficient: $S_{DS} = 1.066$, $S_{D1} = 0.726$

Seismic Design Category: SDC = D

Potential for fault rupture: As indicated in geotechnical report.

Potential for liquefaction: As indicated in geotechnical report.

SECTION 5
Description of Compliance with Design Criteria



Seismic System and Loading Criteria for Building Structure:

Importance Factor, $I_E = 1.25$

Lateral System: For both directions use a "Building Frame System" detailed to conform to an Special Reinforced Masonry Shear Walls (ASCE 7-05, Table 12.2-1) Detail per ASCE Section 14.4.

Response Modification Coefficient, $R = 5.5$ (ASCE Table 12.2-1)

Strength Over-Strength Factor, $\Omega_o = 2.5$ (ASCE Table 12.2-1)

Deflection Amplification Factor, $C_d = 4.0$ (ASCE Table 12.2-1)

Irregular & Regular Classification: Horizontal and vertical directions are classified as "Regular" (ASCE 12.3.2).

Period: $T < 3.5T_s$, (ASCE 12.8.2.1)

Analysis Procedure Selection: Equivalent Lateral Force Analysis (ASCE 12.6, Table 12.6-1)

Seismic Load Effects and Combinations (special requirement): See ASCE Section 12.4.4, page 127.

Seismic System and Loading Criteria for Canopy Structures:

Importance Factor, $I_E = 1.25$

Lateral System: For both directions use a "Cantilever Column System" detailed to conform to an Intermediate Steel Moment Frame (ASCE 7-05, Table 12.2-1) Detail per ASCE Section 12.2.5.2.

Response Modification Coefficient, $R = 1.5$ (ASCE Table 12.2-1 page 122)

Strength Over-Strength Factor, $\Omega_o = 1.25$ (ASCE Table 12.2-1 page 122)

Deflection Amplification Factor, $C_d = 1.5$ (ASCE Table 12.2-1 page 122)

Irregular & Regular Classification: Horizontal and vertical directions are classified as "Regular" (ASCE 12.3.2 page 124).

Redundancy, $\rho = 1.3$ due to 33% reduction in story strength (ASCE 12.3).

Period: $T < 3.5T_s$, (ASCE 12.8.2.1 page 129)

Analysis Procedure Selection: Equivalent Lateral Force Analysis (ASCE 12.6, Table 12.6-1)

Seismic Load Effects and Combinations (special requirement): See ASCE Section 12.4.4.

SECTION 5 Description of Compliance with Design Criteria



Wind Design Criteria:

Use ASCE 7-05 "Method 2 – Analytical Procedure" as described in Section 6.5. The structures satisfy the conditions specified in Section 6.5.1, page 24

Basic Wind Speed, 3 – Second Gust, $V = 105$ mph (Douglas County Bldg Dept)

Exposure: C (Douglas County Bldg Dept)

Topographic Factor, $K_{zt} = 1.0$ (ASCE 7-05 Section 6.5.7.2)

Importance Factor, $I_w = 1.15$ (ASCE 7-05 Table 6-1).

Wind Loading Criteria for Canopy Structures:

Importance Factor, $I_w = 1.15$

Enclosure Classification: Open Structure (ASCE 7-05 Section 6.2)

Shape of Canopy: Regular-Shaped (ASCE 7-05 Section 6.2)

Fundamental natural frequency of Canopy: TBD in next phase

Canopy Flexibility: Rigid or Flexible, TBD, (ASCE 7-05 Section 6.2)

Gust Effect Factor, G : Consider canopy as "rigid" or having a fundamental frequency greater than or equal to 1 (verify in next phase). Preliminarily use $G = 0.85$ (ASCE 7-05 Section 6.5.8).

Wind Directionality Factor, $K_d = 0.85$ (ASCE 7-05 Table 6-4).

Velocity Pressure Exposure Coefficient, $K_z = K_{zt}$: Use height = 25 ft
Reference ASCE 7-05 Table 6-3

Components and cladding, $K_{ct} = 0.70$ (Case 1)

Main wind force resisting system, $K_{cs} = 0.66$ (Case 2)

SECTION 5
Description of Compliance with Design Criteria



Electrical Basis of Design

Codes and Applicable Standards

- National Electric Code (NEC) 2011
- International Fire Code (IFC) 2006
- National Fire Codes (NFPA Standards) as referenced in the 2006 International Fire Code
- International Energy Conservation Code (IECC) 2006 & ASHRAE/IESNA Standards 90.1
- International Building Code (IBC) 2006
- National Electric Safety Code
- IEEE Recommended Practice Color Book Series published by the Institute of Electrical and Electronics Engineers
- Illuminating Engineering Society of North America (IESNA)
- International Energy Conservation Code (IECC)
- Nevada State Fire Marshal's Regulations
- Americans with Disabilities Act
- Local Codes and Ordinances as may be applicable

Electrical Distribution

SERVING UTILITIES

NV Energy, Frontier and Charter Communications will provide utility services to the facility.

POWER DISTRIBUTION

Electrical distribution equipment will be designed to utilize the following voltages:

- | | |
|----------------------------|--|
| 480V, 3 phase, 3 wire | Motors ½ HP and larger |
| 480V/277V, 3 phase, 4 wire | Fluorescent lighting |
| 208Y/120V, 3 phase, 4 wire | Receptacles, special lighting, motors less than ½ HP and small equipment loads |

The Main Electrical Room in the west wing will house the 2000A, 480V Service Entrance Switchboard. A 480-208/120V step-down transformer and Distribution Board will be located here to distribute power to the west end of the building. A step-down transformer and Distribution Board will be located in the east wing to serve panelboards in that area for the east wing and kitchen. 480/277V lighting panelboards will be located in each wing to serve the lighting loads and other miscellaneous loads as required along with mechanical equipment. Also, the MDF and each IDF will have dedicated 120/208V panelboards for IT equipment.

All distribution equipment shall have copper bus bars.

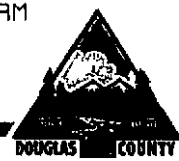
Individual 480 volt feeders will connect the elevators and any other mechanical or large individual loads.

Equipment Sizing Criteria – Branch Circuit Load Calculations

Lighting	Connected load
Receptacles	180 VA per 120V convenience outlet (single and duplex). Quad receptacles shall be considered as two 180 VA loads, minimum
Surface raceway/bench tops	180 VA per single or duplex convenience receptacle, minimum
Dedicated equipment circuits	Actual load or 1,200 VA per 120V outlet; 4,160 VA for each 208V/30A/1Ø outlet, minimum
Motors	100% of motor full load amps
Special outlets	Actual installed wattage of equipment served

Demand Factors

Lighting	100% of total wattage
Receptacles	100% of first 10 kVA plus 50% of all over 10 kVA



SECTION 5 Description of Compliance with Design Criteria

Motors	125% of wattage of largest motor plus 100% of wattage of all other motors
Fixed equipment	100% of total wattage

Minimum Bus Sizes

277V lighting panels	100A
120V laboratory equipment panels	225A
120V general receptacle panels	225A

Feeder Sizes

Distribution and branch circuit panels shall be sized for a minimum of 25% future capacity and device mounting space available. Feeders from distribution panels to branch circuit panels to be sized the same as the secondary panel bus size. Feeders shall be copper conductors. Aluminum is not allowed.

Surge Suppression

Transient Voltage Sure Suppression (TVSS) devices will be installed at the Main Service Entrance Switchboard, and downstream at the 208Y/120 volt distribution boards. This will provide a two-tier level of surge protection. The TVSS is used to minimize damaging internally and externally generated electrical transients that can affect and/or harm electronic equipment.

Grounding System

The grounding system will be designed in compliance with NEC 250. The grounding electrode system will consist of a Ufer Ground, structural steel, and cold-water electrodes. All electrodes will be joined together at the building main grounding bar, adjacent to the main electrical service. All feeders and branch circuits will contain insulated, copper, equipment ground conductors.

Branch Circuits

Individual circuits will be used for lighting and receptacle loads. Generally, the loading on lighting and receptacle circuits will be limited to 75% or less of the branch breaker rating. A minimum of 30% spare breakers (no less than 12 poles) will be provided in all branch circuit panelboards. Minimum wire size for branch circuits is No. 12 AWG copper, except that No. 10 AWG copper will be used on 120 volt circuits longer than 100 feet. An equipment-grounding conductor will be run in each branch circuit.

Lighting

Exterior Lighting

Parking areas, walkways and building egress areas adjacent to the facility will be provided with Metal Halide lighting using a combination of pole lights and building mounted fixtures. All fixtures will utilize cutoff fixtures that are Dark Sky compliant. Lighting levels will be designed in accordance with IESNA recommendations. The control for the exterior lighting will generally be photoelectric control ON at dusk and time clock OFF. Exterior lighting control will be zoned as required by Douglas County for access afterhours by Custodial Staff.

LED lighting will be evaluated as an option to Metal Halide.

Egress Lighting utilizing cold weather battery pack fixtures will be located at all egress doors.

Interior Lighting

Typically most areas throughout the facility will utilize energy efficient fluorescent lighting—32 watt, T8, 85 CRI minimum, 3500 degree Kelvin lamps with energy efficient electronic ballasts. Incandescent lighting will be used only as requested by the Owner or where aesthetics or performance is of prime importance. Night Lighting/Security lighting will be provided at the exits and in other key areas yet to be defined. IESNA recommended footcandle levels will be used as the design standard. Some of the baseline lighting criteria for the various spaces are as follows:

Lighting fixtures shall be of the following types:

SECTION 5**Description of Compliance with Design Criteria**

The lighting fixture in all open office areas and private offices shall be 2'x 4' recessed direct/indirect type perforated metal center type reflector fixtures (Lithonia "Avante" Series or equal). Fixtures shall have 2 or 3 lamps (as required by the design), as needed. As an alternative, the design/build teams may evaluate the use of suspended with aircraft cable linear direct/indirect fluorescent fixtures (Prudential, Peerless,

Litecontrol, or approved equal).

Design Footcandle Levels

- Open Offices with Intensive VDT Use: 30 FC average horizontal maintained.
- Private Offices: 30 FC to 50 FC average horizontal maintained.

Public entries to the building, entry lobbies and public corridors with high window features will be significant architectural features. The lighting for these areas will be carefully developed to be consistent with the architectural design and appropriate for the scale and ambiance of the spaces. Utilize Type T5HO fluorescent sources. Lighting will accommodate displays, circulation, and casual seating. Lighting in these spaces will reflect a level of higher finish and design. It is anticipated that a combination of downlights, suspended decorative and linear type fixtures, and uplights (depending on the configuration of the space) will be used in these spaces to create a comfortable and welcoming environment and a smooth transition between exterior and interior spaces. Depending on the amount of daylight incorporated in these spaces, these fixtures may be dimmed or switched in response to input from a photocell. Master switching will be via central lighting control.

Design Footcandle Levels

- Lobby: 10 to 30 FC average horizontal maintained, depending on area use for circulation or casual reading
- Circulation: 5 to 10 FC average horizontal maintained.

Dining Room and Buffet Seating will include significant architectural features. The lighting for this area must be carefully developed to be consistent with the architectural design and appropriate for the scale and ambiance of the spaces. Utilize Type T5HO and T8 fluorescent sources. To achieve a level of flexibility for A/V modes, either dimmable fluorescent lighting or tri-level control will be used in these areas. Light fixtures will be surface wall mount ceiling wash indirect type. Where Daylighting Strategies are utilized, fixtures near the windows will have dimming ballasts and lighting levels will be dimmed accordingly to the available daylight. Control in these spaces will generally be via local manual switches or dimmers for multiple level lighting. Occupancy Sensors will shut lights off after the room is vacated.

Design Footcandle Levels

- Dining Room: 50 Footcandle (FC) average horizontal maintained for general use; 10-20 FC average horizontal maintained for A/V use
-

Lobbies and Gift Shop may utilize decorative wall sconces, compact fluorescent downlights, fluorescent light coves, etc. as appropriate for the architectural design.

Design Footcandle Levels

- Lobby: 10 to 30 FC average horizontal maintained, depending on area use for circulation or casual reading

Athletic and sport venue areas will utilize fluorescent source (instant 'on') and will consist of higher lighting levels as recommended by IES Edition 10 standards, Indoor Basketball Sports and Recreation Luminance Recommendations for regulation high school play and standards. Fixture selection shall be approved by Owner prior to layout and installation. Lighting shall be capable of multiple lighting levels via multiple lamp/ballast control, per fixture.

Design Footcandle Level

- Per IES Recommendations for Basketball Lighting
- Per IEC Recommendations for Racquetball Lighting

Mechanical and electrical equipment rooms shall utilize multiple 2-lamp T8 fluorescent strip light fixtures. Installation methods and mounting heights as appropriate for structural conditions and installed equipment (surface mounted or chain hung, depending upon the presence of a ceiling). Switching will be via local control.

Design Footcandle Level

- 30 FC average horizontal maintained.

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Utilitarian type areas which have a finished lay-in ceiling shall be lighted with 2' x 4' recessed fixtures with a pattern 12, 0.125 inch thick prismatic acrylic lens with flush steel white hinged and latched door. This includes areas such as storage rooms, equipment rooms, small lunch rooms, kitchen, etc. Occupancy sensors will be considered in the storage spaces to prevent the fixtures from being left on for an extended period of time.

Design Footcandle Levels

- 20 FC to 30 FC average horizontal maintained, depending on particular task.
- 40 FC to 50 FC average horizontal maintained for Kitchen

Activity and large workroom areas which have a finished lay-in ceiling shall be lighted with 2' x 4' recessed fixtures with a pattern 12, 0.125 inch thick acrylic lens with flush steel white hinged and latched door.

Exam Rooms shall utilize 2' x 4' recessed fixtures with a pattern 12, 0.125 inch thick acrylic lens with flush steel white hinged and latched door.

Restroom lighting may utilize fluorescent cove or linear wall lighting and compact fluorescent downlights as appropriate for the architectural design. Depending upon the ceiling configuration supplemental lighting at the mirrors/counters may be supplied. Occupancy sensors will be considered to prevent the fixtures from being left on for an extended period of time. Switching will be local control and central control.

Design Footcandle Levels

- 10 FC to 25 FC average horizontal maintained, depending private vs. public, size, décor, etc.

Exterior lighting should utilize metal halide fixtures or compact fluorescent downlights. Floodlighting of the building facade may be appropriate. Maintain Dark Sky and Douglas County exterior lighting standards.

Daylighting

The integration of daylighting and electric lighting, and related energy savings, will be dependent on the type, size, and location of glazing materials and the type of exterior and interior shading materials. The electrical, mechanical, and lighting consultants will work closely with the architect to achieve successful integration of these systems.

The reflectance of interior wall surfaces also affects the light levels and is recommended to be 95% for white and specular surfaces, and 85% for diffuse specular surfaces to maximize energy savings.

Changes and refinements to these lighting concepts will be necessary as the design and project criteria are further developed.

Egress Lighting & Exit Signage

Egress lighting levels will be designed in accordance with International Fire Code to provide 1 footcandle average with 0.1 footcandle minimum along the path of egress during emergency conditions (power outage). Emergency battery packs will be installed in fluorescent fixtures or twin heads with emergency battery packs will be located where required.

Twin head type battery packs will be utilized in electrical and mechanical rooms.

Exit signs will be LED type for long-life and low maintenance.

Lighting Control System

Recreation Center will have a lighting control panel located adjacent to respective 480/277-volt lighting panel. The lighting control panel will be microprocessor controlled, programmable, and connected together on a data network controlled on a personal computer located in the Facility Manager's office. Local controls will be provided in general open office areas to allow timed reset of local lighting circuits following scheduled shutdown of area lighting circuits for afterhours use. Override switches will be carefully located and will clearly identify control functions. Override switches will be pilot light type, indicating status of the switch with audible alarm warning minimum 10 minute shut off.

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Lighting control panels will be centrally controlled at (3) locations; final locations shall be as directed by Owner. Central control stations will not control storage rooms, janitorial, elevator equipment room, mechanical rooms, electrical rooms, IT rooms, private offices and workrooms.

Occupancy sensors will be provided in restrooms, storage areas, workrooms, conference rooms, and other similar spaces that will not be occupied continuously.

Dual-level fluorescent inboard/outboard lamp switching will be provided throughout offices, activity rooms and conference rooms. In addition, large conference room will have dimmable fixtures.

Exterior lighting will be controlled through the lighting control panel system utilizing digital time and photo sensor functions. Provisions will be made to enable the maintenance staff to change lamps, ballasts, etc., with a minimum of time and effort.

Wiring Devices

Switches for all incandescent and fluorescent lamp loads shall be rated 20 amperes, 120/277 volts, AC, UL approved, premium specification grade, quiet toggle type.

Incandescent dimmer switches shall be specification grade, continuously adjustable slide type rated at 120 volts, AC, UL approved. Dimmers shall be sized appropriately for the load served.

Receptacles for general use shall be premium specification grade, flush, duplex, 3 wire, grounding type rated at 20 amperes, 120 volts and suitable for back or side wiring.

Flush floor outlets shall be fully adjustable, recessed concrete type with a cast steel box and flush brass cover plate with carpet/tile flange as required. Boxes shall be multi-gang type where multiple outlets are to be provided at the same location. Poke through floor outlets will not be permitted.

Weatherproof (in-use) covers shall be cast aluminum with lockable covers suitable for a flush installation.

All switches, receptacles and cover plates in finished areas shall be smooth nylon. Color shall be white, ivory or brown, as selected by the Architect/Owner. Cover plates in unfinished areas shall be galvanized sheet steel with matching finish.

All power and communications wall outlets shall be located at 16 inches above the finished floor to bottom of device unless noted otherwise. All wall switches shall be located 48 inches above finished floor unless noted otherwise. Outlets, switches, and other devices located in one common area shall be carefully aligned both horizontally and vertically to maximize available wall space for display, whiteboards, etc. Mounting heights shall comply with all governing codes and handicap accessibility requirements.

Occupancy sensors designed to turn lights on when the room is occupied and turn the lights off when the room is unoccupied shall be either wall or ceiling mounted (as appropriate) with dual technology infrared/motion sensor type suitable for controlling electronic ballasts with wide field of view, adjustable "turn off" time delay up to 30 minutes. Occupancy sensors as manufactured by Wattstopper, P&S, Hubbell, Leviton or approved equal.

Other Special Power Requirements

Exercise Area (Second Level):

Furnish and install in-floor two (2) ducts system for power and signal system for electrical and low-voltage connections to Owner furnished/installed exercise equipment requiring electrical connection. Provide all necessary presents, inserts, outlets, carpet plates and protective covers for a complete functional system.

Pre-School and Play Areas:

Furnish and install safety child resistant type receptacles thought these areas.

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Corridors:

Furnish and install a minimum of one (1) duplex receptacle spaced at 30 feet on center (maximum) for cleaning in all corridors including those corridors formed by the core of the building.

Temp Power:

Furnish and install a complete temporary power system for construction and other electrical work.

Future Photovoltaic System:

Space provision shall be made for the future installation of parking canopies indicated on the drawings and empty conduits shall be provided to the building's electrical room to accommodate future photovoltaic panel wiring. Provide dedicated wall space for future photovoltaic equipment including, but not limited to: inverter (s), AC combiner panel, AC disconnect and REC meter.



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Special Systems

Fire Alarm System

Fire alarm system will be a complete addressable fire alarm detection and alarm system with Class I circuiting as required by local Fire Marshal. Control panel will include integral standby batteries, charger, and municipal tie module or agency approved auto-dialer connected to the telephone system (connection and monitoring charges by owner). Submit proposed design to Fire Marshal for approval prior to rough-in. After plans have been approved by the Fire Marshal, provide one (1) set of stamped drawings along with an approved equipment submittal to the electrical engineer for their records. All connections to system will be performed by factory-certified technician and will be accepted by owner's system monitoring agency. The contractor will provide a complete fire alarm system including, but not limited to, initiating devices, duct detectors, ADA horn/strobes, etc. and be in full compliance with all local, state, and ADA requirements.

The system will consist of a flush mounted main FAAP (Fire Alarm Annunciator Panel) near the front entrance. It mirrors the functions of the FACP (Fire Alarm Control Panel) located within the building. The system will have the capability of a dial out by point fire alarm system.

The building will have area smoke detection, duct smoke detectors, smoke and heat detectors, magnetic door holders and flow/tamper switches where required. Audio/visual (Horn/Strobe) notification appliances will be located throughout the new building based on NFPA, ADA and IFC code requirements and Douglas County standards.

The system will have a 60 hour standby and 15 minute alarm capability. The system will be remote station monitored via a digital communicating device that will provide the dial out by point to Douglas County Vendor.

They system will be provided with a fire alarm radio repeater system.

Provisions will be made for fire alarm contacts and connections to Kitchen's walk-in freezer (s) and walk-in cooler(s) for monitoring of warm temperature notification and dispatch.

Provisions will be made for fire alarm devices, contacts and connections for Gymnasium's wood flooring system for monitoring of moisture sensing notification and dispatch.

Building security system will be integrated into Design Build Fire Alarm System.

Security/ Alarm System

The County will furnish and install the main addressable security system head-end and peripheral equipment. Contractor shall provide a complete raceway system with pull strings and j-boxes with blank covers for Owner-provided equipment and wiring. All Owner-provided cables shall be installed in raceways, provided and installed by contractor, where exposed to viewing or where ceiling access is not available. Coordinate all work with the County, who will determine the locations of all devices and equipment. System shall run over the County network, not closed loop.

Security system to be integrated into fire alarm system. Minimum three (3) keypad for each zone (six (6) zone min.) will be provided by the County. Keypad located at Gymnasium entrance, Senior Center entrance and Senior Care Health Nurse. All cooperate individually but capable to arm/disarm entire facility for a single keypad. A local door monitoring audible alarm system shall be provided by County, door alarms internal audible only alarm at the Gymnasium with local control behind reception counter.

Provide raceway and pull string from the frame of each exterior door to an accessible ceiling space for a door magnetic lock. Also provide conduit from the frame of each exterior door to an accessible ceiling space for the door magnetic switch.

Provide individual raceway and pull string for all break glass sensors for all street level glass windows, door contacts (including roof access hatches) for all street and parking level access doors.



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Flush weather-proof outlet, raceway and pull string for security cameras at each exterior door. Include power provisions for heated camera dome and pan/tilt capability.

All main entry access doors shall include raceway and backbox only provisions for adding smartcard access devices. Other areas to be identified by the County will be required to have card-key access, assume 40 locations total in the building.

Minimum six (6) separate addressable zones.

Cameras shall be provided and installed by County at building's interior and exterior entries, elevator lobbies, selected public circulation hallways, elevator cab, and stairwells. Assume thirty six (36) total camera locations, includes interior and exterior locations.

The primary monitoring location and quantities of cameras shall be as determined by the County. Assume three (3) monitor screens (County furnished/installed), multiplexed from multiple cameras as necessary.

Point of Sale System

The County will furnish and install the point of sale system head-end and peripheral equipment. Contractor shall provide a complete raceway system with pull strings and j-boxes with blank covers for Owner-provided equipment and wiring. All Owner-provided cables shall be installed in raceways, provided and installed by contractor, where exposed to viewing or where ceiling access is not available. Coordinate all work with the County, who will determine the locations of all devices and equipment.

Provide individual hold-up back box, raceway and pull string for four (4) point of sale
Locations: Kitchen, Gift Shop, Receptionist/Waiting Area (Senior Care) and Reception Counter.

Audio Visual Systems

The County will furnish and install the audio visual systems head-end and peripheral equipment. Contractor shall provide a complete raceway system with pull strings and j-boxes with blank covers for Owner-provided equipment and wiring. All Owner-provided cables shall be installed in raceways, provided and installed by contractor, where exposed to viewing or where ceiling access is not available. Coordinate all work with the County, who will determine the locations of all devices and equipment. System shall run over the County network, not closed loop.

Contractor to provide complete video intercom system between loading dock and information/reception counter at lobby area.

Nurse Call System

Contractor shall furnish and install a complete nurse call system located at the Senior Care area. Coordinate all work with the County, who will determine the locations of all devices and equipment.

Cable Television (CATV) /Master Antenna Television (MATV)

The County will furnish and install the CATV and MATV systems head-end and peripheral equipment. Contractor shall provide a complete raceway system with pull strings and j-boxes with blank covers for Owner-provided equipment and wiring. All Owner-provided cables shall be installed in raceways, provided and installed by contractor, where exposed to viewing or where ceiling access is not available. Coordinate all work with the County, who will determine the locations of all devices and equipment.

Telecommunications

The County will furnish and install voice/data systems head-end and peripheral equipment. Contractor shall provide a complete raceway system with pull strings and j-boxes with blank covers for Owner-provided equipment and wiring. All Owner-provided cables shall be installed in raceways, provided and installed by contractor, where exposed to viewing or where ceiling access is not available. Coordinate all work with the County, who will determine the locations of all devices and equipment.

Outside Plant Telecommunications Infrastructure

The building will be connected to voice services from Frontier and data services from Charter Cable or Frontier via 4-inch underground

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conduits. Precast communications vaults will be installed to accommodate pulling of the new copper and fiber optic cabling into the new building.

Premise Telecommunications Infrastructure

Data, voice and audio/visual services will be distributed throughout the building via an infrastructure consisting of telecommunications rooms and a structured cabling system. The MDF (Main Distribution Frame) will be the central distribution point for telecommunications cabling throughout the building. Conduits shall be installed to distribute backbone copper, fiber optic and coaxial cabling from the MDF to IDF (Intermediate Distribution Frame) located in each distinct area of the building. Owner shall provide a structured Category 6 cabling system to be installed from each IDF to the work areas (offices, classrooms, etc).

The telecommunications infrastructure including cabling pathways and telecom rooms will be designed to facilitate future growth as well as adds, moves and changes to the system.

Telephone and Data Outlets shall consist of a wall two-gang deep box with a single gang mud ring with blank plate and one (1) 1 inch conduit to the accessible ceiling space. From that point, owner provided and installed cabling will be routed on J-hooks to their termination point

Telecommunications Outside Plant Infrastructure

Outside Plant Raceway and Pull Boxes: Cabling will be installed in underground 4" schedule 40 PVC conduits. Fiber optic cabling will be installed in MaxCell fabric innerduct. Copper and fiber optic cabling will be installed in separate conduits. A minimum of two spare 4" conduits will be provided into the building. Precast concrete pull boxes will be installed with H-20 traffic covers.

Outside Plant Data Cabling: Data and video service will be provided by the Cable Company (Charter). It is not anticipated that any customer owned outside plant data/video cabling will be installed.

Outside Plant Voice Cabling: Telephone service will be provided by the Telephone Company (Frontier). It is not anticipated that any customer owned outside plant telephone cabling will be installed.

Telecommunications MDF (Main Distribution Frame) & IDF's (Intermediate Distribution Frame)

General:

The MDF will be the demarcation for the outside plant data, voice and video cabling and the distribution point for the owner provided and installed premise backbone voice and data cabling. The MDF will also house owner provided and installed network electronics that will provide the connection between the services provided by Frontier and Charter Cable and the building distribution system.

One IDF will be strategically located in the building to provide the most efficient and cost effective distribution of services.

Construction:

The MDF and IDF's shall be designed to accommodate telecommunication cabling terminations and electronics. The rooms will be sized to provide adequate space for outside plant conduit, backbone cable termination equipment, lightning protection equipment, network equipment racks and audio/visual equipment racks. The design and layout of the rooms will be flexible to accommodate future expansion and reconfiguration with minimal service disruption. The rooms will be fire rated with a minimum 1-hour wall rating and 2-hour floor and ceiling rating. Security will be provided to prevent unauthorized access via a card access system. The rooms will be structurally designed to accommodate loads resulting from cable tray, ladder rack, backboards, floor standing racks and mechanical electrical equipment serving the room. A minimum of one 3'-0" x 7'-0" door will be provided into the space and will swing out of the room. The ceiling height will accommodate 84" racks with ladder rack and fiber optic trays attached 1'-0" above the top of the racks.

Plywood Backboards:

4'-0" x 8'-0" x 3/4" AC fire treated plywood backboards will be provided along all walls in the MDF and the IDF to accommodate



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owner termination of backbone cabling and horizontal voice cabling. Plywood sheets will be run from 6" to 8'-6" above finished floor (AFF). Plywood will be painted with two coats of white fire retardant paint on both sides. Where plywood will support backbone cabling, plywood will be secured to the wall to support 1,500 pounds of weight.

Mechanical:

A dedicated HVAC system shall be provided to the room with dedicated thermostat. Mechanical system shall be operational 24/7. The HVAC unit serving the room shall be located outside of the room so as not to occupy space in the room. Only HVAC ductwork serving the room will be located in the room. The maximum BTU loading for the room will be determined during the Design Development Phase of the project. In the MDF, the HVAC system shall be designed to provide supply air to the front of the racks and return air from the rear of the racks.

Fire Alarm and Sprinkler System:

A minimum of one smoke detector and one heat detector will be located in the MDF and each IDF. A wet fire sprinkler system will be designed in each room by a Fire Protection Engineer.

Electrical:

A dedicated 120/208V 3-phase, 4-wire system panel shall serve the telecom rooms. The minimum size of the service shall be 200 amp for the MDF and 100 amp for the IDF's. Sizing the service for the telecom rooms shall be based on the quantity of telephone and network electronics.

Furnish and install four (4) four-plex receptacle outlets, each with a dedicated 20 amp circuit for telephone/data equipment. Furnish and install one (1) convenience duplex outlet with a dedicated 20-amp circuit.

Telecommunications Backbone Cabling and Terminations – By Owner

Telecommunications Premise Interior Communication Pathways

Workstation Outlets:

Double gang wall boxes with single gang mud rings will be installed at all work area outlets. Provide and install blank plate at each work area outlet. 1" electrical metallic tubing (EMT) will be installed from the workstation outlets to an accessible ceiling space.

J-Hooks:

J-Hooks spaced at 5'-0" OC will be installed from the workstation outlets to the nearest termination room (IDF or MDF).

Conduit & Sleeves:

Conduits will be installed to route horizontal telecommunications cabling through non-accessible ceiling and wall spaces. Conduits will be sized so as not to exceed 40% fill rate. Sleeves will be installed to penetrate fire rated or concrete walls and floors.

Backbone Conduit:

EMT conduit will be installed from the MDF to the IDF's to route backbone copper and fiber optic cabling. A minimum of two (2) 4" conduits will be installed from the MDF to each IDF. MaxCell fabric innerduct will be installed in conduits to route fiber optic cabling and copper cabling.

Telecommunications Work Area Cabling and Termination – By Owner

Telecommunications Grounding System

General:

The entire telecommunication system shall be bonded and grounded. A telecommunications ground bar will installed in the MDF and each IDF. The following equipment will be bonded to ground with a #6 AWG grounding conductor:

- a. Equipment racks and cabinets.

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- b. Ladder rack.
- c. Backbone conduit.
- d. Building entrance terminals.
- e. Outside plant copper cable shields.

Ground Bars:

UL listed copper grounding bars with insulated standoffs and stainless steel mounting brackets will be provided in all telecom rooms. The ground bar in the MDF shall be minimum 20" x 4" x 1/4". Ground bars in the IDF shall be minimum 12" x 2" x 1/4". Ground bars shall have pre-drilled lug mounting holes to accommodate attachment of two hole lugs. Ground bars shall be bonded to ground as follows:

- a. Ground bars shall be grounded to the building steel in each telecom room with a minimum #6 solid green insulated grounding conductor.
- b. Ground bars in the IDF's shall be grounded to the electrical service ground serving the room with #6 ground conductor. The ground bar in the MDF shall be bonded to the main building electrical ground with a #2 grounding conductor.
- c. Ground bars in the IDF's shall be bonded to the ground bar in the MDF with a #4 telecommunications bonding backbone conductor.

See Appendix A for Lighting Fixture Cut Sheets

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Mechanical Basis of Design

Design Conditions & Loads

The 28,000 square foot gymnasium heating and cooling loads are estimated at 1,200,000 Btuh and 90 tons respectively. The 2,200 square foot kitchen heating and cooling loads are estimated at 1,500,000 Btuh and 90 tons. The 35,500 square foot community and senior center heating and cooling loads are estimated at 1,600,000 Btuh and 110 tons respectively.

The gymnasium will be conditioned to 78°F occupied cooling and 70°F occupied heating with the unoccupied space temperature setback being 85°F and 55°F respectively.

Interior spaces will be conditioned to 75°F occupied cooling and 70°F occupied heating with the unoccupied space temperature setback being 85°F and 55°F respectively.

Heating Ventilating & Air Conditioning (HVAC)

The gymnasium will be served by (2) 50-ton rooftop units with variable capacity electric cooling, 65% filtration, and economizer. Fans will have variable frequency drives. Supply air in the main ducts will have a maximum velocity of 2000 fpm. One of the units will condition the upper floor of the gymnasium. The other unit will condition the lower floor of the gymnasium.

The racquetball courts will be served by 5-ton rooftop units with 65% filtration, and economizer. Supply air in the main ducts will have a maximum velocity of 2000 fpm.

The rest of the community and senior center will be served by (2) 60-ton rooftop units with variable capacity electric cooling, 65% filtration, and economizer. Fans will have variable frequency drives. Supply air in the main ducts will have a maximum velocity of 2000 fpm. Each zone will be served by a variable air volume (VAV) terminal with a hot water reheat coil.

The electrical and MDF room will be served by individual wall mounted ductless split systems with condensing unit on the roof.

The kitchen will be served by a gas-fired, roof mounted make-up air unit with evaporative cooling. Supply air in the main ducts will have a maximum velocity of 2000 fpm.

Heating water will be provided by two (2) 2,000,000 btuh, 85% efficient (or better) gas-fired boilers located in the boiler room in the utility area.

The snow melt heating water will be provided by two (2) 399,000 btuh, 90% efficient (or better) gas-fired boilers located in mechanical rooms.

Energy Conservation Concepts

Variable air volume (VAV) terminals will be used throughout the building for zone control to allow the reduction of airflow to the space if possible. Variable speed drives on the supply and return fans reduce fan speed and power when possible, such as heating mode where air flow is approximately one-half the required amount for cooling.

Air handling units will be equipped with outside air economizer. Whenever the outside air is a lower temperature than the return air, the intake dampers will open, using the cooler outside air. Due to the high amounts of ventilation air required for the building, the air handlers will also be equipped with an energy recovery heat wheel to recover energy that would be normally be lost through the ventilation required by code.

The building control system can be programmed to put the entire building into an unoccupied mode, based on time of day, which can alter the space temperature setpoint. Areas not in use can also be manually commanded off by the maintenance staff.

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Energy/ Fuel Sources

Sources of energy will be natural gas and electrical power.

Building Controls

The control system will be an Alerton Direct Digital Control (DDC) System. Individual room sensors with $\pm 4^{\circ}\text{F}$ adjustment will provide signals to the electronically actuated terminal units. A central control panel will communicate with a PC type computer terminal to monitor and set temperatures throughout the building.

Since the gymnasium and the dining room occupancy will vary the most in the building, CO2 sensors will be used to provide CO2 based demand-controlled ventilation in these areas. This will allow the amount of outside air to be continually monitored based on occupancy. This also provides energy savings so that high amounts of outside air do not need to be brought in when the rooms are not at full capacity.

Plumbing Systems

The plumbing system will be designed per the 2009 Uniform Plumbing Code.

Sanitary Sewer System will be provided to handle waste from the toilet rooms, sinks, etc. Waste will be stubbed out of the building for connection to site utilities. No-hub cast iron piping will be used above and below grade

Grease laden waste will be provided to handle waste from the kitchen floor sinks, floor drains, hand sinks, lavatories, etc. Waste will be stubbed out of the building for connection to a 5,000 gallon grease interceptor. No-hub cast iron piping will be used above and below grade.

Domestic Cold Water will be stubbed out of the building for connection to site utilities. Type 'L' copper piping will be used above and below grade.

Domestic Hot Water will be provided by 3 high efficiency gas fired water heater located in the utility rooms in the building. 1 water heater will be located in the kitchen, 1 in the gymnasium and 1 in the central portion of the building

The roof drainage system will be designed utilizing the 3 inch per hour, 100 year storm criteria outlined in the 2009 Uniform Plumbing Code. Piping material will be no-hub cast iron.

Plumbing Fixtures

All plumbing fixtures will be commercial grade. Toilet fixtures will be constructed of vitreous china. Bar sinks will be stainless steel. Floor sinks will be enameled cast iron. Mop sinks shall be made of fiberglass. The flows for the flush valves on the water closets and urinals, lavatory faucets, and shower faucets have been selected with low flow usage for water conservation. See plumbing fixture schedules in Appendix A for proposed plumbing fixtures.

Fire Protection

The fire sprinkler riser will be located in the fire riser room. The building will be served with a wet-pipe fire sprinkler system throughout. Current National Fire Protection Agency (NFPA) criteria outlined in Pamphlets 13 and 24 will be followed. Local fire department and building department requirements will also be incorporated. Semi-recessed sprinkler heads will be specified in finished areas with ceilings. Upright pendants will be used in exposed ceiling areas.

Equipment

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All equipment will be provided with premium efficiency motors.

Rooftop Units

The gymnasium units will be roof-mounted, draw-through type with electric cooling, modulating gas heat, and air side economizer capability (20% to 100% outside air). The unit's cooling will have variable capacity compressors that will allow the unit's output to precisely match the space demand and also provide energy savings. The gas heat will be fully modulating, so that it will allow the unit's heating output to match the gymnasium heating load and also provide energy savings. Filtration of the unit will include 30% efficient pre-filter 65% efficient final filter. Supply and return fans will have variable speed drives. The units will be equipped with an energy recovery heat wheel sized for the full airflow.

The main building units will be roof-mounted, draw-through type units with electric cooling and air side economizer capability (20% to 100% outside air). The unit's cooling will have variable capacity compressors that will allow the unit's output to precisely match the space demand and also provide energy savings. Filtration of the unit will include 30% efficient pre-filter 65% efficient final filter. Supply and return fans will have variable speed drives. The units will be equipped with an energy recovery heat wheel sized for the full airflow.

The kitchen make-up air unit will be roof-mounted, 100% outside air draw-through type unit with evaporative cooling and modulating gas heat. The gas heat will be fully modulating, so that it will allow the unit's heating output to match the kitchen heating load and also provide energy savings. The evaporative cooling section will be provided with an automatic fill and drain to protect the unit from freezing damage.

Kitchen Exhaust

The kitchen cook line will be provided with a 24'-6" long stainless steel Type I kitchen exhaust hood. The exhaust duct from the hood will be zero-clearance, double wall grease duct to the roof mounted exhaust fans suitable for kitchen grease applications. The dishwasher will be provided with a Type II kitchen exhaust hood. The exhaust duct from the hood will be aluminum duct to a roof mounted exhaust fan.

Snow Melt

A snow melt system will be provided for the walkways on the north side of the building from the front door to the handicap parking stalls and also on the walkways on the south side of the building in front of the gymnasium. Polyethylene tubing will be placed in the side walk in these areas. The boilers, manifolds, and pumps will be located in a mechanical room closest to the areas to minimize piping.

Equipment Access & Space Requirements

Equipment located in the mechanical rooms and on the roof will be provided with the required clearance for service or repair.

Utilities

Utilities required are: natural gas, domestic water, fire service water, and sewer.

See Appendix B for Plumbing Cut Sheets, Mechanical Equipment Cut Sheets and Load Calculations

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Value Added Enhancements

At the request of Douglas County, CORE+TSK was to consider including value-added enhancement to the project. These enhancements were only to be considered if it was possible to do so without increasing the pre-established maximum total project cost or deleting any of the space included in the Space Requirements Program established in the Request for Proposals. The enhancements that CORE+TSK was able to include in the facility became critical elements to our design solution. Please see below for CORE+TSK's response regarding these value added enhancements.

Douglas County Identified Enhancements

a. Upgrade of public area finishes, materials, and fixtures at building entrances.

At the request of Douglas County, CORE+TSK focused on providing as much building square footage as possible. Achieving this goal did not allow for upgrades of public area finishes, materials or fixtures above what was required in the Design Criteria.

b. Upgrade of site furnishings, sidewalks, hardscape paving, and exterior walking path.

At the request of Douglas County, CORE+TSK focused on providing as much building square footage as possible. Achieving this goal did not allow for upgrades of site furnishings, sidewalks, hardscape paving or exterior walking path above what was required in the Design Criteria.

c. Provide additional space with no deductions from required spaces.

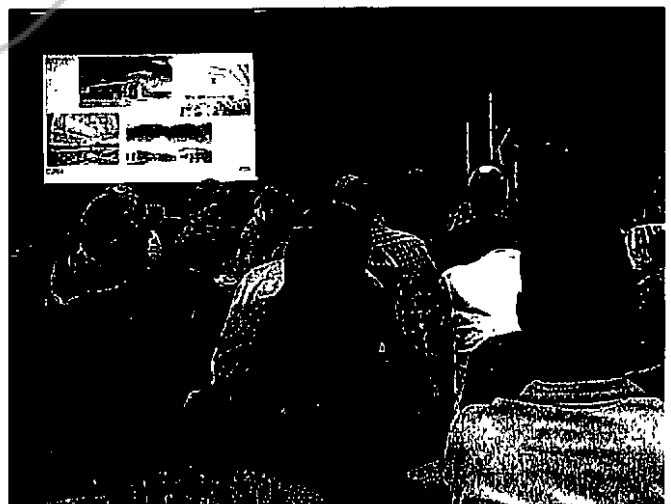
At the request of Douglas County, CORE+TSK focused on providing as much building square footage as possible. Through our pre-construction process, we were able to provide an additional 800 square feet to the project by adjusting key areas such as the Senior Dining Room, Super Activity Room and Adult Care.

d. How you engaged local sub-contractors and /or laborers.

Since the solicitation for Douglas County Community and Senior Center project was released in July, CORE+TSK has been contacting and involving local subcontractors, subconsultants and vendors. During the Request for Qualification phase, CORE reached out to over 50 local Douglas County subcontractors, personally meeting with 27 of them in their offices. We truly went to them and made them feel included in this design-build process.

During the Request for proposal phase, CORE+TSK called and personally invited over 200 Douglas County subcontractors to attend a subcontractor fair. On November 30, 2012, over 50 subcontractors joined us at the Carson Valley Inn where we presented a slide-show highlighting our design solution and explained our invitation for their involvement in the project. Many of the subcontractors in attendance expressed interest in the project and ultimately provided great insight regarding pricing and constructability.

If selected as Douglas County's Design Build Team, CORE+TSK will continue our outreach efforts to the Douglas County Subcontractor Community. Our goal will be to include as many of these firms as possible while still providing best value to the Douglas County Community and Senior Center project.



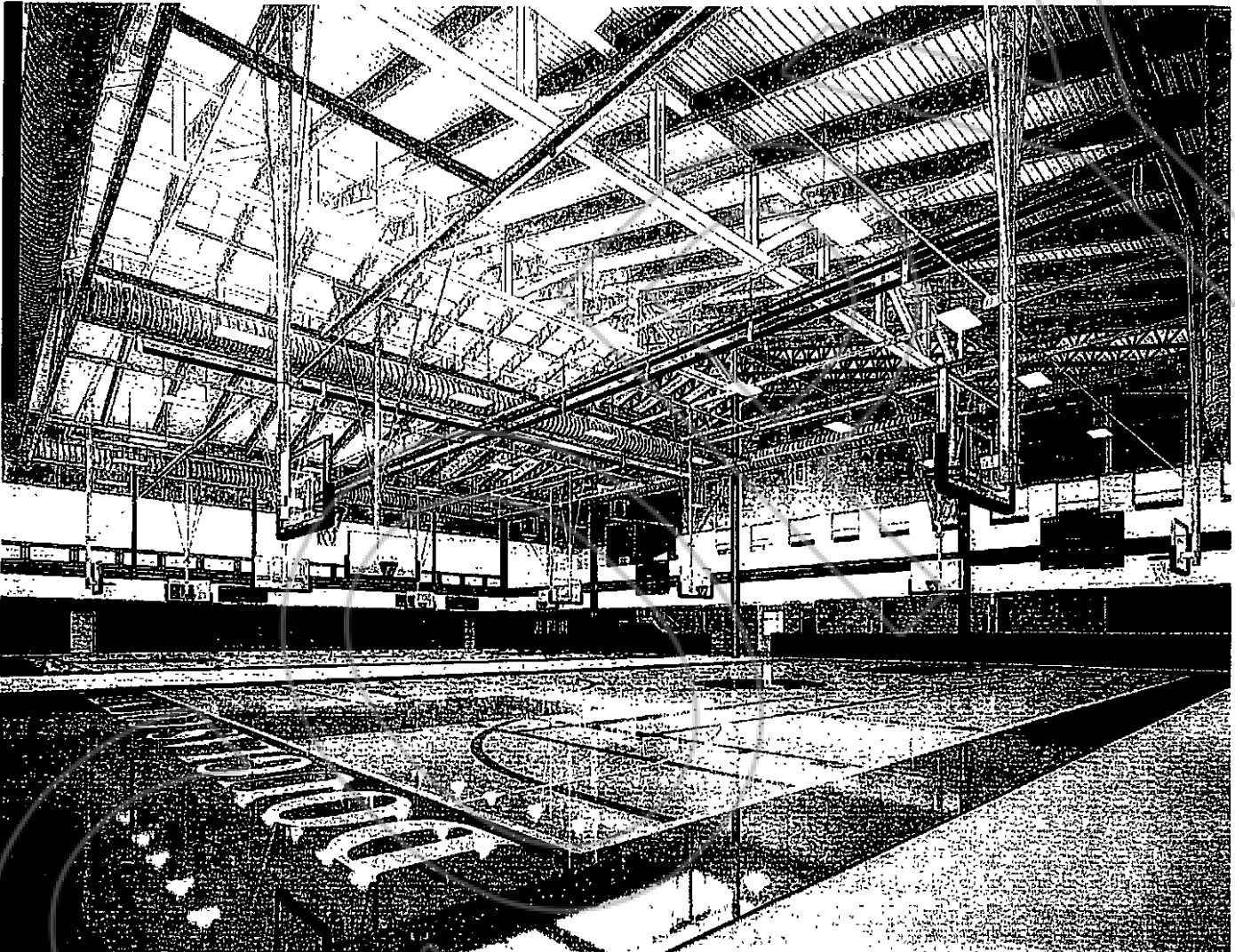
Douglas County Subcontractor Fair

SECTION 5 Description of Compliance with Design Criteria



e. Do not require columns or structural elements below 23 feet above finish floor in the circulation space between the basketball courts.

CORE+TSK in conjunction with our structural design partner, Forbes Engineering, designed the structure of the building to not include columns within the Basketball Court floor area. As shown in the rendering below, our design solution incorporates columns at the exterior walls, thus creating a full clear-span with structural steel and a suspended running track.



Rendering of Clear-Span in the Gymnasium

Exhibit G



Relationships. Solutions. Value. ...Since 1937.

PROJECT: Douglas County Community and Senior Center
 ESTIMATE: DD Estimate
 LOCATION: Minden, NV
 ARCHITECT: Tate Snyder Kimsey
 DURATION(months): 18
 WARRANTY(yrs): 1
 SITE ACREAGE: 4.0
 SQUARE FOOTAGE: 76,580

SHEET #	DESCRIPTION	SUB-CONTRACTOR	BASE PRICE
GENERAL CONDITIONS			\$2,440,436
1	General Conditions		\$1,219,436
2	Design Fees		\$1,221,000
SITework (ROUGH)			\$1,429,441
5	Survey & Construction Staking		\$16,000
6	Temporary Site Facilities		\$24,200
7	Grading & Paving		\$808,248
8	Underground Wet Utilities		\$352,400
9	Underground Dry Utilities		\$228,600
SITework (FINISH)			\$856,471
14	Site Concrete		\$316,701
15	Fences & Gates		\$5,050
16	Landscaping		\$472,000
17	Pavement Markings & Signage		\$23,320
18	Site Furnishings		\$39,400
STRUCTURE			\$3,439,634
24	Structural Concrete		\$708,544
25	Masonry		\$761,750
26	Structural Steel		\$1,386,750
27	Metal Fabrications		\$57,590
28	Rough Carpentry		\$525,000
ENCLOSURE			\$1,579,834
39	Building Insulation		\$173,112
40	Metal Panels		\$465,000
41	Membrane Roofing		\$118,000
42	General Sheet Metal		\$32,000
43	Roof Accessories		\$7,243
44	Joint Sealants		\$38,280
45	Exterior Openings		\$22,200
47	Exterior Glass & Glazing		\$681,500
48	Clerestory Glazing		\$42,500
FINISHES			\$1,642,884
52	Casework		\$101,955
53	Interior Openings		\$136,350
54	Interior Glass & Glazing		\$38,250
55	Non-Load Bearing Metal Framing		\$196,342
56	Gypsum Board		\$84,317
57	Tile		\$110,748
58	Acoustical Ceilings		\$192,500
59	Resilient Flooring		\$2,100
60	Painting		\$302,678
61	Fluid-Applied Flooring		\$113,891
66	Sports Flooring		\$363,754
SPECIALTIES & EQUIPMENT			\$360,245
69	Signage		\$14,575
70	Compartments & Cubicles		\$23,800
71	Wall & Door Protection		\$33,375
72	Toilet Accessories		\$42,980
73	Fire Protection Specialties		\$4,200
74	Lockers		\$7,115
75	Food Service Equipment		\$80,000
76	Basketball/Volley Ball Courts		\$111,350
78	Elevators		\$42,850
SYSTEMS			\$3,601,429
86	Fire Suppression		\$254,750
87	Plumbing		\$520,608
88	HVAC		\$1,516,500
89	Electrical		\$727,320
90	Communications		\$373,613
91	Electronic Safety & Security		\$208,638
ALLOWANCES			\$0

DIRECT COST SUBTOTAL	\$15,350,380
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Guaranteed Maximum Price (GMP)	\$16,985,414
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Douglas County Community and Senior Center

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Item	Start Date	End Date	Notes
Preconstruction	1-26-Feb-13	26-Feb-13	26-Feb-13, Preconstruction
A2420 Notice to Proceed	1-26-Feb-13	26-Feb-13	26-Feb-13, Preconstruction
Schedule Design	0	0	
Design Development	0	0	
Construction Documents	0	0	
Construction	387 01-Jul-13	23-Dec-14	
A1000 Mobilization	0 01-Jul-13	01-Jul-13	Mobilization
A1100 Install Sanit Hubs	1 01-Jul-13	02-Jul-13	Install Sanit Hubs
A1010 Pad For Job Trailer & Lay Down Area	2 01-Jul-13	03-Jul-13	Pad For Job Trailer & Lay Down Area
A1020 Temp Fencing	3 01-Jul-13	03-Jul-13	Temp Fencing
A1090 Grade Contractor Parking	2 03-Jul-13	04-Jul-13	Grade Contractor Parking
A1060 Set Job Trailer	3 03-Jul-13	05-Jul-13	Set Job Trailer
A1080 Install Construction Signage	1 04-Jul-13	04-Jul-13	Install Construction Signage
A1070 Set Storage Container	1 08-Jul-13	08-Jul-13	Set Storage Container
A1030 Temp Electric & Communications (Trailer)	2 08-Jul-13	09-Jul-13	Temp Electric & Communications (Trailer)
A1040 Temp Electric To Site	2 10-Jul-13	11-Jul-13	Temp Electric To Site
A1050 Temp Water To Site	2 10-Jul-13	11-Jul-13	Temp Water To Site
Construction MEASUREMENTS	338 04-Sep-13	23-Dec-14	
C1010 Foundation Complete	0	04-Sep-13	Foundation Complete
C1000 Site Utilities Complete	0	17-Sep-13	Site Utilities Complete
C1020 Start on Grade Complete	0	06-Oct-13	Start on Grade Complete
C1030 Structural Steel Complete	0	25-Feb-14	Structural Steel Complete
C1050 Community/Senior Center Roof Complete	0	18-Mar-14	Community/Senior Center Roof Complete
C1060 Rough-In Complete	0	01-Apr-14	Rough-In Complete
C1040 Gymnasium Roof Complete	0	08-Apr-14	Gymnasium Roof Complete
C1080 Sports Flooring	0	08-Jul-14	Sports Flooring
C1070 Paint Complete	0	15-Jul-14	Paint Complete
C1090 MEP Finishes	0	16-Sep-14	MEP Finishes
C1110 Substantial Completion	0	24-Oct-14	Substantial Completion
C1100 Test & Balance	0	28-Oct-14	Test & Balance
C1120 Final Completion	0	23-Dec-14	Final Completion
Site Rough	248 01-Jul-13	11-Jun-14	
A1110 Locate Utilities	4 01-Jul-13	04-Jul-13	Locate Utilities
A1120 Install SWPPP	2 05-Jul-13	08-Jul-13	Install SWPPP
A1130 Survey Grid Lines For Footings	1 09-Jul-13	09-Jul-13	Survey Grid Lines For Footings
A1140 Survey Site Utilities	1 10-Jul-13	10-Jul-13	Survey Site Utilities
A1170 Excavate & Install Grease Interceptor	5 11-Jul-13	17-Jul-13	Excavate & Install Grease Interceptor
A1150 Excavate Footings Grid Line 1-6	7 11-Jul-13	19-Jul-13	Excavate Footings Grid Line 1-6
A1180 Install Storm Pipe & Basins	10 18-Jul-13	31-Jul-13	Install Storm Pipe & Basins
A1160 Excavate Footings Grid Line 6-18	10 22-Jul-13	02-Aug-13	Excavate Footings Grid Line 6-18
A1190 Fire Line Installation	5 01-Aug-13	07-Aug-13	Fire Line Installation
A1200 Sanitary Sewer Installation	5 08-Aug-13	14-Aug-13	Sanitary Sewer Installation
A2390 Domestic Water Service	3 15-Aug-13	19-Aug-13	Domestic Water Service
A1210 Survey For Light Poles	1 20-Aug-13	20-Aug-13	Survey For Light Poles
A1220 Excavate & Install Site Lighting Con	10 21-Aug-13	03-Sep-13	Excavate & Install Site Lighting Con
A1230 Excavate Electric Service	3 04-Sep-13	06-Sep-13	Excavate Electric Service
A1310 Dig & Install Light Pole Cages	10 04-Sep-13	17-Sep-13	Dig & Install Light Pole Cages
A1240 Install Primary Electric Conduit	2 09-Sep-13	10-Sep-13	Install Primary Electric Conduit
A1270 Excavate Gas Service	2 09-Sep-13	10-Sep-13	Excavate Gas Service
A1250 Install T-Pad For Electric	1 11-Sep-13	11-Sep-13	Install T-Pad For Electric

Baseline Project Schedule

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary

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Item ID	Description	Start Date	End Date	Actual Work	Milestone	Summary
A1300	Install Communication Conduit (Elec Trench)	2-11-Sep-13	12-Sep-13			Install Communication Conduit (Elec Trench)
A1320	Install Landscape Mainline	3-11-Sep-13	13-Sep-13			Install Landscape Mainline
A1280	Install Gas Pipe	5-11-Sep-13	17-Sep-13			Install Gas Pipe
A1280	Set Transformer (NV Energy)	1-12-Sep-13	12-Sep-13			Set Transformer (NV Energy)
A1330	Survey For Curb & Gutter	1-16-Sep-13	16-Sep-13			Survey For Curb & Gutter
A1340	Cut & Fill For Curb & Gutter	10-17-Sep-13	30-Sep-13			Cut & Fill For Curb & Gutter
A1290	Install Gas Meter (SWG)	1-18-Sep-13	18-Sep-13			Install Gas Meter (SWG)
A1360	Lay Type 2 Base For Curb & Gutter	10-01-Oct-13	14-Oct-13			Lay Type 2 Base For Curb & Gutter
A1360	Install Ingoton Sleeves	2-16-Oct-13	16-Oct-13			Install Ingoton Sleeves
A1370	Cut & Fill Handicap Areas	5-12-Nov-13	18-Nov-13			Cut & Fill Handicap Areas
A1380	Type 2 Base For Handicap Areas	5-19-Nov-13	25-Nov-13			Type 2 Base For Handicap Areas
A1390	Survey For Drive & Parking Areas	1-28-May-14	28-May-14			Survey For Drive & Parking Areas
A1400	Cut & Fill Drive & Parking Areas	5-29-May-14	04-Jun-14			Cut & Fill Drive & Parking Areas
A1410	Lay Type 2 Base For Drive & Parking Areas	5-05-Jun-14	11-Jun-14			Lay Type 2 Base For Drive & Parking Areas
A1420	Place Concrete Pole Bases & Bolts	2-16-Sep-13	16-Jul-14			Place Concrete Pole Bases & Bolts
A1430	Set & Rub Pole Bases	10-18-Sep-13	01-Oct-13			Set & Rub Pole Bases
A1440	Place Curb & Gutter	18-17-Oct-13	11-Nov-13			Place Curb & Gutter
A1450	Place Concrete Handicap	20-30-Apr-14	27-May-14			Place Concrete Handicap
A1460	Install Ingoton Drip Line	10-28-May-14	10-Jun-14			Install Ingoton Drip Line
A1470	Install Plants & Trees	15-11-Jun-14	01-Jul-14			Install Plants & Trees
A1480	Pave Parking & Drive Areas	10-12-Jun-14	25-Jun-14			Pave Parking & Drive Areas
A1490	Asphalt Markings	3-26-Jun-14	30-Jun-14			Asphalt Markings
A1500	Install Signage	2-01-Jul-14	02-Jul-14			Install Signage
A1510	Site Punchlist	10-03-Jul-14	18-Jul-14			Site Punchlist
A1520	Place Rebar For Footings @ Gnd Line 1-6	15-22-Jul-13	25-Feb-14			Place Rebar For Footings @ Gnd Line 1-6
A1540	Install Sleeves For MEP @ Footing @ Gnd Line 1-6	2-01-Aug-13	02-Aug-13			Install Sleeves For MEP @ Footing @ Gnd Line 1-6
A1550	Place Footing Concrete @ Gnd Line 1-6	3-05-Aug-13	07-Aug-13			Place Footing Concrete @ Gnd Line 1-6
A1530	Place Rebar For Footings @ Gnd Line 6-18	10-05-Aug-13	16-Aug-13			Place Rebar For Footings @ Gnd Line 6-18
A1570	Install CMU Stem Wall @ Gnd Line 6-18	5-08-Aug-13	14-Aug-13			Install CMU Stem Wall @ Gnd Line 6-18
A2400	Install Sleeves For MEP @ Footing @ Gnd Line 6-18	2-15-Aug-13	16-Aug-13			Install Sleeves For MEP @ Footing @ Gnd Line 6-18
A1560	Place Footing Concrete @ Gnd Line 6-18	3-19-Aug-13	21-Aug-13			Place Footing Concrete @ Gnd Line 6-18
A1580	Install CMU Stem Wall @ Gnd Line 6-18	10-22-Aug-13	04-Sep-13			Install CMU Stem Wall @ Gnd Line 6-18
A1590	Prep SOG @ Gnd Line 1-6	10-29-Aug-13	11-Sep-13			Prep SOG @ Gnd Line 1-6
A1610	Place SOG @ Gnd Line 1-6	3-12-Sep-13	16-Sep-13			Place SOG @ Gnd Line 1-6
A1640	Deliver Masonry Door Frames	1-17-Sep-13	17-Sep-13			Deliver Masonry Door Frames
A1650	CMU @ Gnd Line 1-6	50-17-Sep-13	25-Nov-13			CMU @ Gnd Line 1-6
A1620	Prep SOG @ Gnd Line 6-18	10-19-Sep-13	02-Oct-13			Prep SOG @ Gnd Line 6-18
A1630	Place SOG @ Gnd Line 6-14	2-03-Oct-13	04-Oct-13			Place SOG @ Gnd Line 6-14
A1650	Place SOG @ Gnd Line 14-18	2-07-Oct-13	08-Oct-13			Place SOG @ Gnd Line 14-18
A1670	CMU @ Gnd Line 6-18	40-09-Oct-13	03-Dec-13			CMU @ Gnd Line 6-18
A1680	Install Embeds For Structural Steel	5-27-Nov-13	03-Dec-13			Install Embeds For Structural Steel
A1690	Install Structural Steel	29-04-Dec-13	07-Jan-14			Install Structural Steel
A1890	Install Bar Jost @ Gnd Line 1-6	10-08-Jan-14	21-Jan-14			Install Bar Jost @ Gnd Line 1-6

Actual Work
Remaining Work
Critical Remaining Work

Milestone
Summary

Baseline Project Schedule

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Activity	Start	End	Actual	Remaining	Critical
A1700 Wood Trusses @ Grid Line 6-18	10/09-Jan-14	21-Jan-14			
A1720 Wood Sheeting @ Grid Line 6-18	10/22-Jan-14	04-Feb-14			
A1770 Steel Decking @ Grid Line 1-6	20/22-Jan-14	19-Feb-14			
A2370 Structural Final Inspection	5/19-Feb-14	25-Feb-14			
A1840 Enclosure	5/05-Feb-14	22-Apr-14			
A1880 Store Front Install	30/05-Feb-14	18-Mar-14			
A1880 Metal Siding	25/19-Feb-14	25-Mar-14			
A1880 Store Front Install	25/19-Feb-14	25-Mar-14			
A1880 Metal Siding	25/19-Feb-14	25-Mar-14			
A1870 Window Installation	30/26-Feb-14	08-Apr-14			
A1870 Window Installation	15/26-Mar-14	15-Apr-14			
A2020 Install Exl. Rolling Door	3/09-Apr-14	11-Apr-14			
A2010 Exl. Door Installation	10/09-Apr-14	22-Apr-14			
A2075 Interior Wall Framing @ Grid 6-18	235/26-Jan-14	23-Dec-14			
A2100 Interior Wall Framing @ Grid 6-18	15/29-Jan-14	18-Feb-14			
A2073 Interior Wall Framing @ Grid 1-6	5/16-Feb-14	25-Feb-14			
A2080 Insulate Walls & Ceiling	10/02-Apr-14	15-Apr-14			
A2140 FRP @ Kitchen Walls	5/16-Apr-14	22-Apr-14			
A2110 Drywall Partition Walls & Ceilings	25/16-Apr-14	20-May-14			
A2090 Paint Gym Ceiling & MEP	15/30-Apr-14	20-May-14			
A2220 Install Carpet (Walks in Gym)	15/21-May-14	10-Jun-14			
A2150 Fresh Drywall	20/21-May-14	17-Jun-14			
A2180 Paint Gyp Walls & Door Frames	20/18-Jun-14	15-Jul-14			
A2240 Int & Ext Signage	8/16-Jul-14	25-Jul-14			
A2180 Install T Bar Ceilings	15/16-Jul-14	05-Aug-14			
A2200 Interior Doors & Hardware	15/16-Jul-14	05-Aug-14			
A2410 Ceramic Tile	20/16-Jul-14	12-Aug-14			
A2210 Seal Coat On Concrete Floors	15/06-Aug-14	26-Aug-14			
A2280 Control Joint Caulking	10/27-Aug-14	09-Sep-14			
A2270 Drop Ceiling Tile	10/17-Sep-14	30-Sep-14			
A2380 Architectural Punchlist	15/19-Nov-14	09-Dec-14			
A2390 Final Clean	10/10-Dec-14	23-Dec-14			
A2040 Install Kitchen Hood, Rater & Freezer	148/19-Feb-14	12-Sep-14			
A2120 Install Raquet Ball Courts	10/19-Feb-14	04-Mar-14			
A2030 Elevator Installation	15/09-Apr-14	29-Apr-14			
A2130 Install Basketball Equipment & Electronics	20/09-Apr-14	06-May-14			
A2170 Install Sports Flooring	5/21-May-14	27-May-14			
A2180 Install Kitchen Equipment (OFCO)	30/28-May-14	08-Jun-14			
A2350 Kitchen Punchlist	3/27-Aug-14	29-Aug-14			
A2250 Toilet Partitions & Accessories	10/01-Sep-14	12-Sep-14			
A2250 Toilet Partitions & Accessories	5/03-Sep-14	09-Sep-14			
A1750 Install Fire Riser Sweeps	328/15-Nov-13	18-Nov-14			
A1750 Under slab Plumbing @ Grid Line 1-6	1/15-Aug-13	15-Aug-13			
A1780 Under slab Electric @ Grid Line 1-6	5/15-Aug-13	21-Aug-13			
A1740 Under slab Plumbing @ Grid Line 6-18	10/15-Aug-13	28-Aug-13			
A1770 Under slab Electric @ Grid Line 6-18	5/05-Sep-13	11-Sep-13			
A1810 In Wall Control Wiring	10/05-Sep-13	18-Sep-13			
A1820 In Wall Plumbing	15/17-Sep-13	07-Oct-13			
A1780 In Wall Electric & FA @ Grid Line 1-6	15/17-Sep-13	07-Oct-13			
A1790 In Wall Electric & FA @ Grid Line 6-1	50/17-Sep-13	25-Nov-13			
A1790 In Wall Electric & FA @ Grid Line 6-1	40/09-Oct-13	03-Dec-13			

Baseline Project Schedule

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary



EXHIBIT I

Douglas County Community and Senior Center

Activity ID	Description	Start Date	End Date	Actual	Remaining	Critical
A1800	In Wall HVAC Openings	10-05-Nov-13	18-Nov-13			
A1930	Sprinkler Rough @ Grid Line 6-18	10-19-Feb-14	04-Mar-14			
A2000	Communication Rough In @ Grid Line 6-18	10-19-Feb-14	04-Mar-14			
A1980	Rough In HVAC @ Grid Line 6-18	15-19-Feb-14	11-Mar-14			
A1910	Plumbing Rough @ Grid Line 6-18	20-19-Feb-14	16-Mar-14			
A1980	Electric & FA Rough @ Grid Line 6-1	25-19-Feb-14	25-Mar-14			
A1990	Communication Rough In @ Grid Line 1-6	10-05-Mar-14	18-Mar-14			
A1900	Plumbing Rough @ Grid Line 1-6	15-05-Mar-14	23-Mar-14			
A1920	Sprinkler Rough @ Grid Line 1-6	15-05-Mar-14	25-Mar-14			
A1980	Electric & FA Rough @ Grid Line 1-6	20-05-Mar-14	01-Apr-14			
A1970	Rough In HVAC @ Grid Line 1-6	20-05-Mar-14	01-Apr-14			
A1940	Build Fire Riser Room	10-28-Mar-14	08-Apr-14			
A2070	Set HVAC Units	5-09-Apr-14	15-Apr-14			
A2080	Set Elec. Panels & Gear	5-23-Apr-14	29-Apr-14			
A2310	Install Communication Racks	5-23-Apr-14	29-Apr-14			
A2320	Trim Out Registers & Grills	10-06-Aug-14	19-Aug-14			
A2300	Sprinkler Trim Out	10-06-Aug-14	19-Aug-14			
A2280	Electric & FA Trim Out	15-06-Aug-14	26-Aug-14			
A2280	Plumbing Trim Out	30-06-Aug-14	16-Sep-14			
A2330	Test & Balance	15-13-Aug-14	02-Sep-14			
A2340	MEP Punchlist	20-01-Oct-14	28-Oct-14			
A2340	MEP Punchlist	15-29-Oct-14	18-Nov-14			

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary

Baseline Project Schedule

PERFORMANCE BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: 105883491

CONTRACTOR:

(Name, legal status and address)

CORE Construction Sevices of Nevada, Inc.
7150 Cascade Valley Court
Las Vegas, NV 89501

OWNER:

(Name, legal status and address)

Douglas County
1616 8th Street
Minden, NV 89423

CONSTRUCTION CONTRACT

Date: February 22, 2013

Amount: Sixteen Million, Nine Hundred Eighty five, Four Hundred Fourteen and no/00

Description:

(Name and location)

Douglas County Community and Senior Center

BOND

Date: February 22, 2013

(Not earlier than Construction Contract Date)

Amount: \$16,985,414.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
CORE Construction Sevices of Nevada, Inc.

Signature: Seth Maurer
Name and Title: Seth Maurer Executive Vice President

SURETY

Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America

Signature: Sue Carruthers
Name and Title: Sue Carruthers Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Kuhl & Company
632 W. Jefferson St.
Morton, IL 61550

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Tate Snyder Kimsey Architects

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

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- Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

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PAYMENT BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: 105883491

CONTRACTOR:

(Name, legal status and address)

CORE Construction Sevices of Nevada, Inc.
7150 Cascade Valley Court
Las Vegas, NV 89501

OWNER:

(Name, legal status and address)

Douglas County

1616 8th Street
Minden, NV 89423

CONSTRUCTION CONTRACT

Date: February 22, 2013

Amount: Sixteen Million, Nine Hundred Eighty five, Four Hundred Fourteen and no/00

Description:

(Name and location)

Douglas County Community and Senior Center

BOND

Date: February 22, 2013

(Not earlier than Construction Contract Date)

Amount: \$16,985,414.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

CORE Construction Sevices of Nevada, Inc.

Signature: Seth Maurer

Name and Title: Seth Maurer Executive Vice President

SURETY

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: Sue Carruthers

Name and Title: Sue Carruthers Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Kuhl & Company
632 W. Jefferson St.
Morton, IL 61550

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Tate Snyder Kimsey Architects

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

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furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

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§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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0819189

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

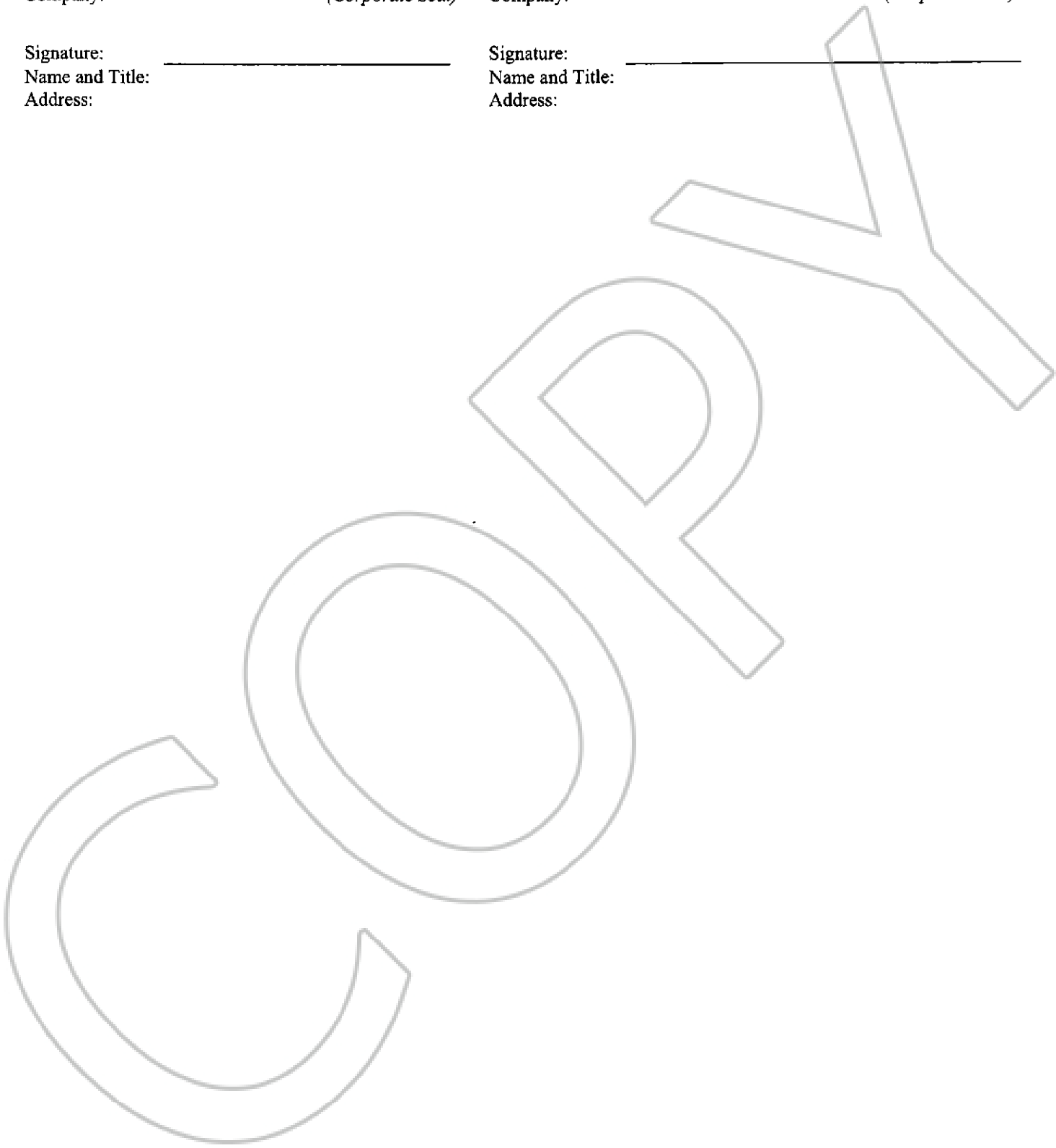
Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

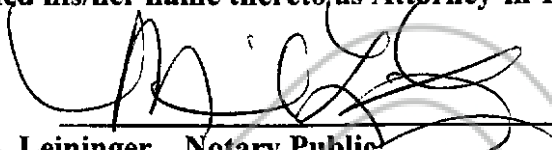
Signature: _____
Name and Title: _____
Address: _____



STATE OF Illinois _____

COUNTY OF Tazewell _____

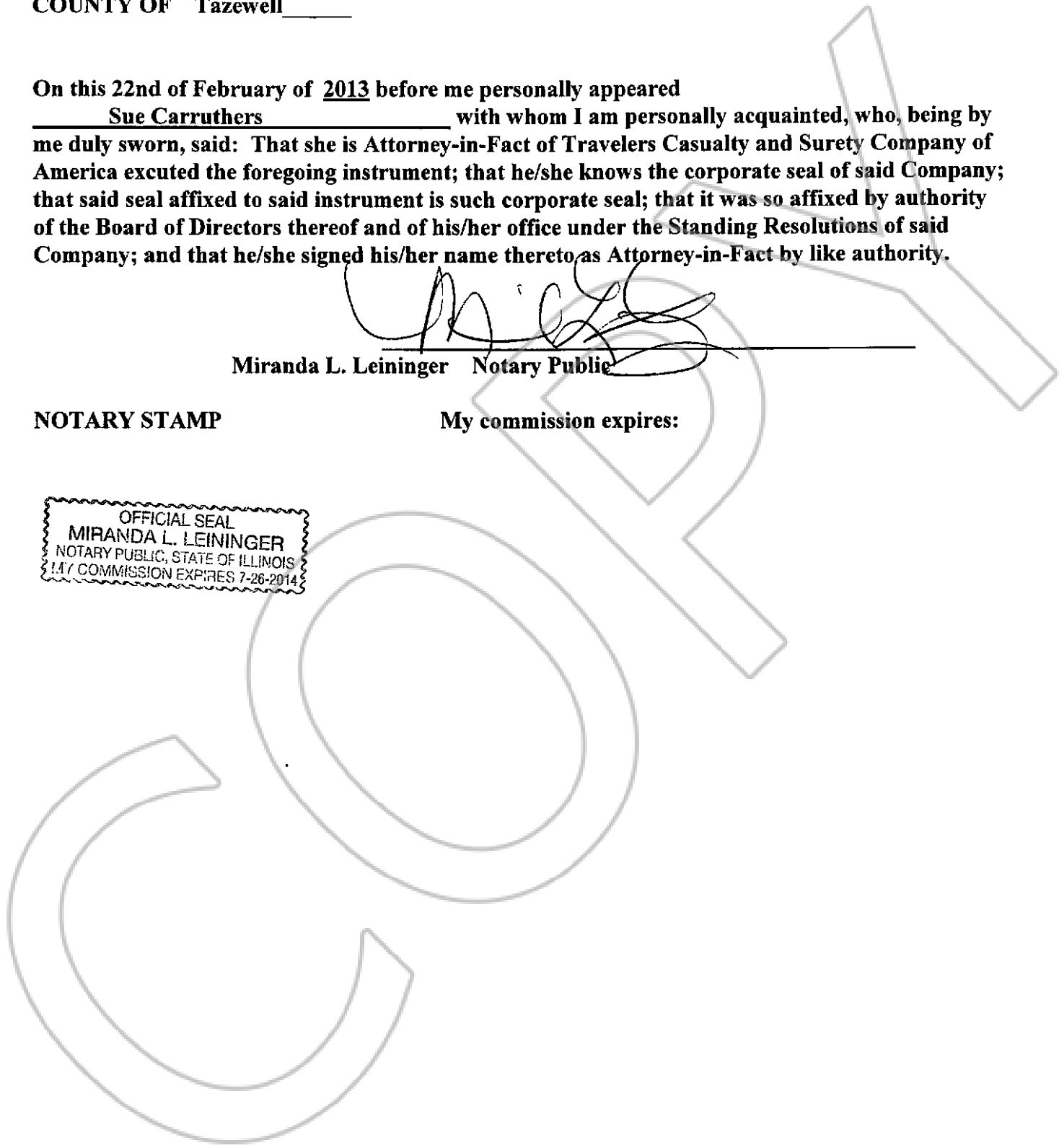
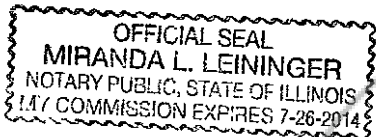
On this 22nd of February of 2013 before me personally appeared Sue Carruthers with whom I am personally acquainted, who, being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety Company of America excuted the foregoing instrument; that he/she knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors thereof and of his/her office under the Standing Resolutions of said Company; and that he/she signed his/her name thereto as Attorney-in-Fact by like authority.



Miranda L. Leininger Notary Public

NOTARY STAMP

My commission expires:





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223318

Certificate No. 004971476

KNOW ALL MEN BY THESE PRESENTS: That St Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc, is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Philip A. Kuhl, Sue Carruthers, Laura L. Andrews, Mike Kuhl, Amy Boll, Nancy J. Luchtefeld, Scott Howard, and Miranda L. Leininger

of the City of Morton, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of July 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of July, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

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This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of February, 20 13.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #36-3066541 1-312-288-7700
Willis of Illinois, Inc.

Willis Tower
233 South Wacker Drive, Suite 2000
Chicago, IL 60606

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
CORE Construction Services of Nevada, Inc.

7150 Cascade Valley Court

Las Vegas, NV 89128

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	
INSURER B:	Houston Casualty Company	
INSURER C:	GREENWICH INS CO	22322
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 31997792 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	41PKG8864003	03/01/12	03/01/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	41PKG8864003	03/01/12	03/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			H12XC5007700	03/01/12	03/01/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	41WCI8863903	03/01/12	03/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof/Poll Liability			PEC001334909	03/01/12	03/01/13	5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project #1301 Douglas County Community and Senior Center, 1329 Waterloo Lane, Gardnerville, Nevada. Douglas County (Owner) and the Owner's Consultants are named as additional insureds with respects to general liability and auto liability. Coverage is primary & non-contributory with respects to general liability and primary with respects to auto liability.

CERTIFICATE HOLDER
#1301 Douglas County Community and Senior Center
Douglas County

P O Box 218
Minden, NV 89423

USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Andrea Paris

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POLICY NUMBER:
 41PKG8864003

COMMERCIAL
 GENERAL LIABILITY
 CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT. COVERAGE AFFORDED TO THESE ADDITIONAL INSURED PARTIES WILL BE PRIMARY TO, AND NON-CONTRIBUTORY WITH, ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

POLICY NUMBER:
41PKG8864003

COMMERCIAL
GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT</p> <p>COVERAGE AFFORDED TO THESE ADDITIONAL INSURED PARTIES WILL BE PRIMARY TO, AND NON-CONTRIBUTORY WITH, ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION.</p>	<p>COMPLETED OPERATIONS AS LOCATIONS WHICH ARE THE SUBJECT OF WRITTEN CONTRACTS WITH "YOU" FOR LIABILITY ARISING OUT OF "YOUR WORK".</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

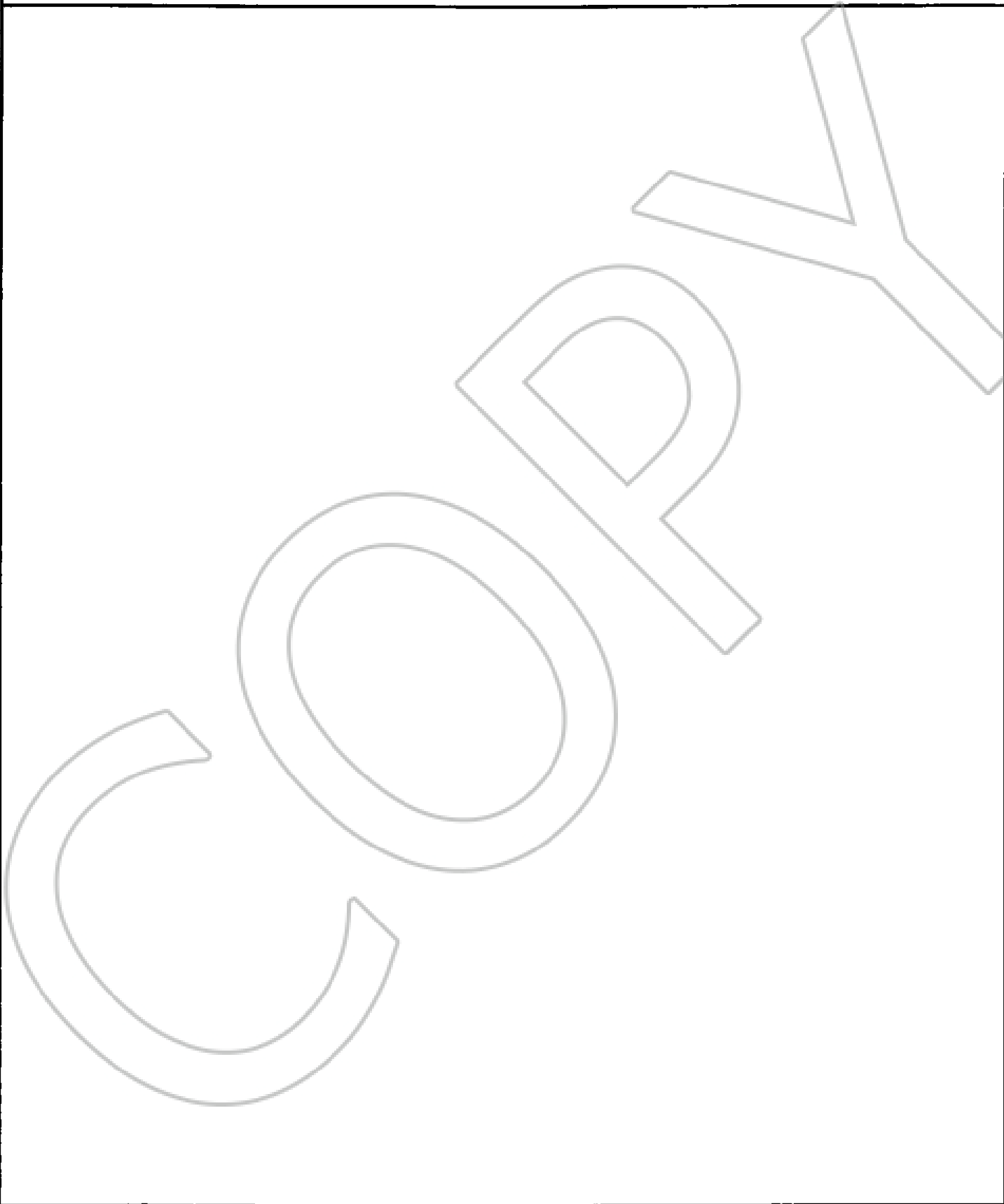
CG 20 37 07 04

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
02/13/2013

NAME OF INSURED: CORE Construction Services of Nevada, Inc.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement is effective on the inception date of the policy unless another date is indicated below.

SECTION II – LIABILITY COVERAGE, 1. WHO IS AN INSURED is amended to include as an "insured" the person(s) or organization(s) named in the Schedule below, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy. You are authorized to act for the additional insured named in the Schedule in all matters pertaining to this insurance.

SCHEDULE

Name and Address of Additional Insured:
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN A WRITTEN CONTRACT, THAT SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number

Policy Number: 41PKG8864003

Named Insured: CORE CONSTRUCTION GROUP, LTD

Endorsement Effective Date: 3-1-12 local Standard Time at the First Named Insured's address.

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Feb 28 2013
Clerk of the 28 Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy