



## NYE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

<b>Department:</b> Facilities	<b>Meeting Date:</b>
<b>Category:</b> Regular Agenda Item	February 19, 2025
<b>Prepared by:</b> Honey Strozzi	<b>Phone:</b> (775) 482-8144
<b>Presented by:</b> William Allen/Honey Strozzi	<b>Phone:</b> (775) 751-6350
<b>Action requested:</b> (Include what, with whom, when, where, why, and terms)  Discussion and deliberation to: a. Approve, amend and approve, or reject an Agreement between Nye County and The Korte Company for the Design-Build Construction of a Civic/Community Center in the amount of \$581,343.00 for the Design and Pre-construction fees; b. Fund to 25414 Fairgrounds Room Tax; and c. Execute the agreement.	

<b>Complete description of requested action:</b> (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures)  The Board approved on November 15, 2024 to select The Korte Company as the most qualified Design-Builder and directed staff to enter into negotiations with them. The attached agreement is the beginning of the negotiations and is ready for the Design and Preconstruction phase of the project. The project will start after bonds and insurance have been issued and a pre-design meeting has been scheduled. A projected completion date for the Design is August of 2025 and projected completion date for Construction in June 2026.  Once the final design, drawings and specifications have been completed, a Design-Build Amendment must be executed to award the contractor a Guaranteed Maximum Price for the construction phase of the project.
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<b>Recommendation:</b>  Approve the Agreement.
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<b>Financial Impact</b>
Cost: \$ 581,343.00      Fund Name: Pahrump Fairgrounds Room Tax      Fund #: 25414
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A      FY: 2025 <input checked="" type="checkbox"/> One-Time <input type="checkbox"/> Recurring
Comments:

<b>Review &amp; Approval</b>		
Legal Review Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Legal Approval Received: <input checked="" type="checkbox"/>	Date: 1/28/25
Financial Review Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Submitted to Finance: <input checked="" type="checkbox"/>	Date: 1/30/25
Administrative Manager Review: <input checked="" type="checkbox"/>	Place on Agenda: <input checked="" type="checkbox"/>	Initials: ST

Item # 17



## **Standard Form of Agreement Between Owner and Design-Builder**

**AGREEMENT** made as of the 19<sup>th</sup> day of February in the year 2025  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:

(Name, legal status, address and other information)

Nye County, a political subdivision of the State of Nevada  
101 Radar Road  
PO Box 3999  
Tonopah, NV 89049

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Design-Builder:

(Name, legal status, address and other information)

The Korte Company  
9225 W Flamingo Road, Suite 100  
Las Vegas, NV 89147

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Nevada License No. 0057075, Unlimited

for the following Project:

(Name, location and detailed description)

Design-Build Construction of a Civic/Community Center  
4670 S. Nevada Highway 160  
Pahrump, NV 89061

The Owner and Design-Builder agree as follows.

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User Notes:

Contract 10-01128

(1194489131)

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### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)*

#### § 1.1.1 The Owner's program for the Project:

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

| Reference County of Nye, State of Nevada Request for Proposal (RFP) No. 2022-22, PWP #NY-2023-140

#### § 1.1.2 The Owner's design requirements for the Project and related documentation:

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*(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)*

Reference The Korte Company's Response to Request for Proposal date October 7, 2024.

**§ 1.1.3 The Project's physical characteristics:**

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Exhibits contained in the RFP including: 211118 EA Package – Fully Executed, Exhibit A Schematic Design Exhibits 2. Exhibit B Schematic Design Exhibits, General Development Standards, Town Center zoning and Design Guidelines.

**§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:**

*(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)*

N/A

**§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:**

*(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)*

N/A

**§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:**  
*(Provide total for Owner's budget, and if known, a line item breakdown of costs.)*

\$7,266,825.00

**§ 1.1.7 The Owner's design and construction milestone dates:**

**.1 Design phase milestone dates:**

<u>50% Design Completion:</u>	<u>March 3<sup>rd</sup>, 2025</u>
<u>90% Design Completion:</u>	<u>July 9<sup>th</sup>, 2025</u>
<u>100% Design Completion</u>	<u>August 25<sup>th</sup>, 2025</u>
<u>Permits Issued:</u>	<u>October 10<sup>th</sup>, 2025</u>

**.2 Submission of Design-Builder Proposal:**

September 19<sup>th</sup>, 2025

**.3 Phased completion dates:**

N/A

**.4 Substantial Completion date:**

June 12<sup>th</sup>, 2026

**.5 Other milestone dates:**

N/A

**§ 1.1.8** The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:  
(*List name, legal status, address and other information.*)

**.1 Architect**

Aptus Group  
R. Brandon Sprague, AIA  
241 West Charleston Boulevard, Suite 145  
Las Vegas, Nevada 89102  
Phone: 702-839-1200

**.2 Consultants**

Taney EngineeringEd Taney, PE  
6030 S. Jones Blvd.  
Las Vegas, NV 89118  
Phone: 702-362-8844

Innova Engineering  
Adriana Gonorazky, P.E.S.E.  
1432 South Jones Blvd.  
Las Vegas, NV 89146  
Phone: 702-220-6640

**.3 Contractors**

MMC Contractors  
Bob Colasuonno, P.E.  
7040 S Redwood Street  
Las Vegas, NV 89118  
Phone: 702-889-6800

Helix Electric of Nevada LLC  
Victor Fuchs  
3078 E Sunset Road  
Las Vegas, NV 89120  
Phone: 702-732-1188

**§ 1.1.9** Additional Owner's Criteria upon which the Agreement is based:  
(*Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.*)

N/A

**§ 1.1.10** The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

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**§ 1.1.10.1** If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

**§ 1.1.11** If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

**§ 1.1.12** If the Owner and Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, ~~or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.~~

**§ 1.2 Project Team**

**§ 1.2.1** The Owner identifies the following representative in accordance with Section 7.1.1:  
(List name, address and other information.)

William Allen  
2101 E Calvada Blvd., Ste. 200  
Pahrump, NV 89048  
775-209-6631  
wjallen@nyecountynv.gov

**§ 1.2.2** The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:  
(List name, address and other information.)

Brett Waggoner  
2101 E Calvada Blvd., Ste. 200  
Pahrump, NV 89048  
bwaggoner@nyecountynv.gov

**§ 1.2.3** The Owner will retain the following consultants and separate contractors:  
(List discipline, scope of work, and, if known, identify by name and address.)

N/A

**§ 1.2.4** The Design-Builder identifies the following representative in accordance with Section 3.1.2:  
(List name, address and other information.)

Jason Burnette, Project Executive  
The Korte Company  
9225 W Flamingo Road, Suite 100  
Las Vegas, NV 89147  
Email: Jason.burnette@korteco.com

Greg Korte, President – Las Vegas Division  
The Korte Company  
9225 W Flamingo Road, Suite 100  
Las Vegas, NV 89147  
Email: Greg.korte@korteco.com

**§ 1.2.5** Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

### § 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the The method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 14.4

Litigation in a court of competent jurisdiction with venue being in Nye County, Nevada.

Other: *(Specify)*

### § 1.4 Definitions

**§ 1.4.1 Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

**§ 1.4.2 The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

**§ 1.4.3 The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

**§ 1.4.4 The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

**§ 1.4.5 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

**§ 1.4.6 Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

**§ 1.4.7 Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 1.4.8 Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

**§ 1.4.9 Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To

the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

**§ 1.4.10 Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

**§ 1.4.11 Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

**§ 1.4.12 Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." The disclosure of all information shall be subject to the provisions of Nevada Revised Statutes, Chapter 239 and other applicable law.

**§ 1.4.13 Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

**§ 1.4.14 Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

**§ 1.4.15 Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

## ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

### § 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

*(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)*

<u>Design Fees</u>	<u>\$452,487.00</u>
<u>Preconstruction Fees</u>	<u>\$128,856.00</u>

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Below

Individual or Position	Rate
<u>Korte's Staff (for Preconstruction Services)</u>	
<u>Project Executive</u>	<u>\$165.00/hour</u>
<u>Project Manager</u>	<u>\$145.00/hour</u>
<u>Project Engineer</u>	<u>\$ 95.00/hour</u>
<u>Director of Preconstruction</u>	<u>\$210.00/hour</u>
<u>Estimators</u>	<u>\$120.00/hour</u>

#### Taney Engineering Rates:

<u>Principal/Senior Project Manager</u>	<u>\$250.00/ hour</u>
<u>Prof. Engineer/Project Mgr/Sr. Hydrologist/Surveyor</u>	<u>\$200.00/ hour</u>
<u>Assistant Project Manager</u>	<u>\$185.00/ hour</u>
<u>Designer III</u>	<u>\$170.00/ hour</u>

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<u>Hydrologist III</u>	<u>\$150.00/ hour</u>
<u>Designer II/Hydrologist II</u>	<u>\$140.00/ hour</u>
<u>JR Designer/Designer I/Hydrologist I/Land Planner I</u>	<u>\$105.00/ hour</u>
<u>Drafter/Plot Plan Tech./Survey Mapping Tech.</u>	<u>\$90.00/ hour</u>
<u>Civil Engineering Intern</u>	<u>\$60.00/ hour</u>
<u>Project Coordinator</u>	<u>\$95.00/ hour</u>
<u>Project Processor</u>	<u>\$65.00/ hour</u>
<u>Three-man survey crew</u>	<u>\$250.00/ hour</u>
<u>Two-man survey crew</u>	<u>\$195.00/ hour</u>
<u>One man survey crew</u>	<u>\$140.00/ hour</u>

**Aptus Architect's Rates:**

<u>Principal</u>	<u>\$225.00/hour</u>
<u>Senior Project Manager</u>	<u>\$200.00/hour</u>
<u>Project Manager</u>	<u>\$185.00/hour</u>
<u>Project Architect</u>	<u>\$175.00/hour</u>
<u>Job Captain</u>	<u>\$150.00/hour</u>
<u>Intern Architect</u>	<u>\$125.00/hour</u>
<u>Clerical</u>	<u>\$110.00/hour</u>

**§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment**

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of eight percent (8%) of the expenses incurred.

**§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment**

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

*(Insert rate of monthly or annual interest agreed upon.)*

Prime rate plus two (2) % per annum

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

**§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment**

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

## ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

### § 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

### § 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

**§ 3.1.8.2** In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

**§ 3.1.9 Design-Builder's Schedules**

**§ 3.1.9.1** The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

**§ 3.1.9.2** The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

**§ 3.1.10 Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

**§ 3.1.11 Design-Builder's Submittals**

**§ 3.1.11.1** Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

**§ 3.1.11.2** By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

**§ 3.1.11.3** The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

**§ 3.1.11.4** The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

**§ 3.1.11.5** All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The

Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**§ 3.1.12 Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.1.13 Royalties, Patents and Copyrights**

**§ 3.1.13.1** The Design-Builder shall pay all royalties and license fees.

**§ 3.1.13.2** The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

**§ 3.1.14 Indemnification**

**§ 3.1.14.1** To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

**§ 3.1.14.2** The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

**§ 3.1.15 Contingent Assignment of Agreements**

**§ 3.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

**§ 3.1.15.2** Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 3.1.15.3** Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other

entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

**§ 3.1.16 Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

#### **ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT**

##### **§ 4.1 General**

**§ 4.1.1** Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

**§ 4.1.2** The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

##### **§ 4.2 Evaluation of the Owner's Criteria**

**§ 4.2.1** The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in ~~Section 1.1. The~~ Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

**§ 4.2.2** After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:  
*(List additional information, if any, to be included in the Design-Builder's written report.)*

N/A

**§ 4.2.3** The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

##### **§ 4.3 Preliminary Design**

**§ 4.3.1** Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

**§ 4.3.2** The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

**§ 4.4 Design-Builder's Proposal**

**§ 4.4.1** Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

**§ 4.4.2** Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

**§ 4.4.3** If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

**ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT**

**§ 5.1 Construction Documents**

**§ 5.1.1** Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

**§ 5.1.2** The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

**§ 5.2 Construction**

**§ 5.2.1 Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

**§ 5.2.2** If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

**§ 5.2.3** The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

**§ 5.2.4** The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 5.3 Labor and Materials**

**§ 5.3.1** Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

**§ 5.3.2** When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

**§ 5.3.3** The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 5.4 Taxes**

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

### **§ 5.5 Permits, Fees, Notices and Compliance with Laws**

**§ 5.5.1** Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

**§ 5.5.2** The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

**§ 5.5.3 Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

**§ 5.5.4** If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

### **§ 5.6 Allowances**

**§ 5.6.1** The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

**§ 5.6.2** Unless otherwise provided in the Design-Build Documents,

- 1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- 3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

**§ 5.6.3** The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

**§ 5.7 Key Personnel, Contractors and Suppliers**

**§ 5.7.1** The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

**§ 5.7.2** If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3** Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3.1** If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

**§ 5.8 Documents and Submittals at the Site**

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

**§ 5.9 Use of Site**

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

**§ 5.10 Cutting and Patching**

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

### **§ 5.11 Cleaning Up**

**§ 5.11.1** The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 5.11.2** If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

### **§ 5.12 Access to Work**

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

### **§ 5.13 Construction by Owner or by Separate Contractors**

#### **§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 5.13.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

**§ 5.13.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

**§ 5.13.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

**§ 5.13.1.4** Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

### **§ 5.14 Mutual Responsibility**

**§ 5.14.1** The Design-Builder shall afford the Owner and separate ~~contractors~~contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their ~~activities~~activities and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

**§ 5.14.2** If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate ~~contractor's~~contractors' completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

**§ 5.14.3** The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 5.14.4** The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 5.14.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

**§ 5.15 Owner's Right to Clean Up**

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

## **ARTICLE 6 CHANGES IN THE WORK**

### **§ 6.1 General**

**§ 6.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

**§ 6.1.2** A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

**§ 6.1.3** Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

### **§ 6.2 Change Orders**

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### **§ 6.3 Change Directives**

**§ 6.3.1** A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

**§ 6.3.2** A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 6.3.3** If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

**§ 6.3.4** If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

**§ 6.3.5** Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

**§ 6.3.6** A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 6.3.7** If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

**§ 6.3.8** The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 6.3.9** Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

**§ 6.3.10** When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### § 7.1 General

**§ 7.1.1** The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

**§ 7.1.2** The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's

lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

**§ 7.2 Information and Services Required of the Owner**

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work Work, or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

### **§ 7.3 Submittals**

**§ 7.3.1** The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 7.3.2** Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

**§ 7.4** Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

**§ 7.5** The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

**§ 7.6** The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 7.7** The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

### **§ 7.8 Owner's Right to Stop Work**

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

### **§ 7.9 Owner's Right to Carry Out the Work**

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

## ARTICLE 8 TIME

### § 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by ~~delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.~~

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

## ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

### § 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

### § 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be

conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, ~~due~~ and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

#### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

**§ 9.6.2** The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each

Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

**§ 9.6.3** The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

**§ 9.6.4** The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

**§ 9.6.5** Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

**§ 9.6.7** Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

### **§ 9.7 Failure of Payment**

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

**§ 9.8.2** When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

**§ 9.8.3** Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

**§ 9.8.4** Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

**§ 9.8.5** When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.6** The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

**§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

**§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If

such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

**§ 9.10.5** Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

**§ 10.2.1** The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

**§ 10.2.2** The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

**§ 10.2.3** The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable,

and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

**§ 10.2.6** The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

**§ 10.2.7** The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### **§ 10.3 Hazardous Materials**

**§ 10.3.1** The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

**§ 10.3.2** Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

**§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

**ARTICLE 11 UNCOVERING AND CORRECTION OF WORK**

**§ 11.1 Uncovering of Work**

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

**§ 11.2 Correction of Work**

**§ 11.2.1 Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

**§ 11.2.2 After Substantial Completion**

**§ 11.2.2.1** In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

**§ 11.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 11.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

**§ 11.2.3** The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

**§ 11.2.4** The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

**§ 11.2.5** Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

**§ 11.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected-affected whether or not final payment has been made.

**ARTICLE 12 COPYRIGHTS AND LICENSES**

**§ 12.1** Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

**§ 12.2** The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 12.3** Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

**§ 12.3.1** The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

**§ 12.3.2** In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of

this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment**

**§ 13.1.1** If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

**§ 13.1.2** If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

**§ 13.1.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

**§ 13.1.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 13.1.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

**§ 13.1.6** In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

### **§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment**

#### **§ 13.2.1 Termination by the Design-Builder**

**§ 13.2.1.1** The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

**§ 13.2.1.2** The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 13.2.1.3** If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 13.2.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

**§ 13.2.2 Termination by the Owner For Cause**

**§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

**§ 13.2.2.2** When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 13.2.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

**§ 13.2.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

**§ 13.2.3 Suspension by the Owner for Convenience**

**§ 13.2.3.1** The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 13.2.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 13.2.4 Termination by the Owner for Convenience**

**§ 13.2.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 13.2.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

**§ 13.2.4.3** In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

### § 14.1 Claims

**§ 14.1.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 14.1.2 Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

#### § 14.1.3 Notice of Claims

**§ 14.1.3.1 Prior To Final Payment.** Prior to Final Payment, ~~Claims-claims~~ by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 14.1.3.2 Claims Arising After Final Payment.** After Final Payment, ~~Claims-claims~~ by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. ~~The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.~~

**§ 14.1.4 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

**§ 14.1.5 Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 14.1.6 Claims for Additional Time

**§ 14.1.6.1** If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 14.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### **§ 14.1.7 Claims for Consequential Damages**

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

#### **§ 14.2 Initial Decision**

**§ 14.2.1** An initial decision shall be required as a condition precedent to ~~mediation-litigation~~ of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

#### **§ 14.2.2 Procedure**

**§ 14.2.2.1 Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

**§ 14.2.2.2 Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

**§ 14.2.3** In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

**§ 14.2.4** If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

**§ 14.2.5** The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to ~~mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution-litigation~~.

**§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.**

**§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.**

**§ 14.2.7** In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 14.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**Owner and Design-Builder under this Agreement.**

**§ 14.3 Mediation**

~~§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.~~

**§ 14.4 Arbitration**

~~§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.~~

~~§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

**§ 14.4.4 Consolidation or Joinder**

~~§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

**§ 14.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 14.4.4.3** The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4. located.

### § 15.2 Successors and Assigns

**§ 15.2.1** The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 15.2.2** The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

**§ 15.2.3** If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### § 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 15.4 Rights and Remedies

**§ 15.4.1** Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 15.4.2** No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### § 15.5 Tests and Inspections

**§ 15.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner

timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

**§ 15.5.2** If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

**§ 15.5.3** If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

**§ 15.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

**§ 15.5.5** If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

**§ 15.5.6** Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

#### **§ 15.6 Confidential Information**

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

**§ 15.6.1** A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

**§ 15.6.2 The disclosure of all information shall be subject to the provisions of Nevada Revised Statutes, Chapter 239 and other applicable law.**

#### **§ 15.7 Capitalization**

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

#### **§ 15.8 Interpretation**

**§ 15.8.1** In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

**§ 15.8.2** Unless otherwise stated in the Design-Build Documents, words which have well-known ~~technical~~ technical, or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

### **ARTICLE 16 SCOPE OF THE AGREEMENT**

**§ 16.1** This Agreement is comprised of the following documents listed below:

Init.

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Contract 10-01128

(1194489131)

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E202™-2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

N/A

- .6 Other:

Special Conditions between Owner and Design-Builder dated 01/25/2016 (5 pages) – attached.

This Agreement entered into as of the day and year first written above.

---

**OWNER (Signature)**

NYE COUNTY NEVADA

Chair,

Nye County Board of County Commissioners

*(Printed name and title)*

---

**DESIGN-BUILDER (Signature)**

THE KORTE COMPANY

Brent A. Korte President & CEO

---

*(Printed name and title)*

Init.

# AIA® Document A141° – 2014 Exhibit A

## Design-Build Amendment

**SAMPLE**

This Amendment is dated                    is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 19th day of February in the year 2025 (the "Agreement")  
(In words, indicate day, month and year.)

### for the following PROJECT:

(Name and location or address)

**Design-Build Construction of a Civic/Community Center**  
**4670 S. Nevada Highway 160**  
**Pahrump, NV 89061**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

### THE OWNER:

(Name, legal status and address)

**Nye County, a political subdivision of the State of Nevada**  
**101 Radar Road**  
**PO Box 3999**  
**Tonopah, NV 89049**

### THE DESIGN-BUILDER:

(Name, legal status and address)

**The Korte Company**  
**9225 West Flamingo Road, Suite 100**  
**Las Vegas, NV 89147**

**Nevada License No. 0057075, Unlimited**

The Owner and Design-Builder hereby amend the Agreement as follows.

### TABLE OF ARTICLES

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

### ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The

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Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:  
(Check the appropriate box.)

Stipulated Sum, in accordance with Section A.1.2 below  
 Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

**§ A.1.2 Stipulated Sum**

**§ A.1.2.1** The Stipulated Sum shall be (\$ ), subject to authorized adjustments as provided in the Design-Build Documents.

**§ A.1.2.2** The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

**§ A.1.2.3** Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

**§ A.1.4 Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price**

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ A.1.3 Cost of the Work Plus Design-Builder's Fee**

**§ A.1.3.1** The Cost of the Work is as defined in Article A.5, Cost of the Work.

**§ A.1.3.2** The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

**§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price**

**§ A.1.4.1** The Cost of the Work is as defined in Article A.5, Cost of the Work.

**§ A.1.4.2** The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

**The Design-Builder's Fee shall be an amount equal to eight percent (8%) of the Cost of the Work. Design-Builder's Fee will be increased by 8% of the Cost of Approved Additional Work and the Guaranteed Maximum Price shall be increased by that Cost plus the Fee thereon.**

**§ A.1.4.3 Guaranteed Maximum Price**

**§ A.1.4.3.1** The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed       \*        (\$       ), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

**\* Upon completion of the design, drawings and specifications, the Design-Builder will establish the Guaranteed Maximum Price (GMP) through competitive bidding of all trades. The Design-Builder will tabulate all bids for review with Owner. Upon final consensus between Design-Builder and Owner of the best bids, a final Guaranteed Maximum Price will be established. Such final Guaranteed Maximum Price will include the Design-Builder's Fee.**

**A1.4.3.1.2** Should the Cost of the Work and the Design-Builder's Fee be less than the Guaranteed Maximum Price, the savings shall be shared with 50% of the savings to the Owner and 50% of the savings to the Design-Builder. In the event the Design-Builder incurs after final payment, costs which are described in Article A.5 and not excluded in Article A.5.2 and which do not exceed the adjusted Guaranteed Maximum, the Owner and Design-Builder shall bear such costs in accordance with their respective percentages of savings.

**§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price**

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. (Provide information below or reference an attachment.)

**To be established upon the completion of the design documents, through competitive bidding of all work scopes.**

**§ A.1.4.3.3** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)*

**To be provided at a later date if applicable.**

**§ A.1.4.3.4** Unit Prices, if any:

*(Identify item, state the unit price, and state any applicable quantity limitations.)*

Item	Units and Limitations	Price per Unit (\$0.00)
<b>To be provided at a later date if applicable.</b>		

**§ A.1.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

**To be provided at a later date.**

**§ A.1.5 Payments**

**§ A.1.5.1 Progress Payments**

**§ A.1.5.1.1** Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

**§ A.1.5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ A.1.5.1.3** Provided that an Application for Payment is received not later than the last day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the thirtieth day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ A.1.5.1.4** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (!) progress

payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

**§ A.1.5.1.5** With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

**§ A.1.5.1.6** In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ A.1.5.1.7** Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ A.1.5.2 Progress Payments—Stipulated Sum**

**§ A.1.5.2.1** Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ A.1.5.2.2** Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent ( )~~ on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent ( )~~;
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

**§ A.1.5.2.3** The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)*
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

**§ A.1.5.2.4** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)*

**§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee**

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- 1 Take the Cost of the Work as described in Article A.5 of this Amendment;
- 2 Add the Design-Builder's Fee, less retainage of        percent (      %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 or the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 3 Subtract retainage of        percent (      %) from that portion of the Work that the Design-Builder self-performs;
- 4 Subtract the aggregate of previous payments made by the Owner;
- 5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- 6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with these terms.

**§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- 2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- 3 Add the Design-Builder's Fee, less retainage of five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 4 Subtract retainage of five percent (5%) from that portion of the Work that the Design-Builder self-performs;
- 5 Subtract the aggregate of previous payments made by the Owner;

- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

**§ A.1.5.4.3** The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

**§ A.1.5.5 Final Payment**

**§ A.1.5.5.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

**§ A.1.5.5.2** If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

**ARTICLE A.2 CONTRACT TIME**

**§ A.2.1** Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

**§ A.2.2** The Design-Builder shall achieve Substantial Completion of the Work not later than ( ) days from the date of this Amendment, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

To be provided at a later date.

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Contract Sum and Contract Time set forth in this Amendment are based on the following:

**§ A.3.1.1** The Supplementary and other Conditions of the Contract:

**Document**

**Title**

**Date**

**Pages**

**§ A.3.1.2** The Specifications:

*(Either list the specifications here or refer to an exhibit attached to this Amendment.)*

Section	Title	Date	Pages
---------	-------	------	-------

**§ A.3.1.3 The Drawings:**  
*(Either list the drawings here or refer to an exhibit attached to this Amendment.)*

to be determined

Number	Title	Date
--------	-------	------

**§ A.3.1.4 The Sustainability Plan, if any:**

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
-------	------	-------

*Other identifying information:*

**§ A.3.1.5 Allowances and Contingencies:**

*(Identify any agreed upon allowances and contingencies, including a statement of their basis.)*

**.1 Allowances**

To be provided at a later date if applicable.

**.2 Contingencies**

To be provided at a later date if applicable.

**§ A.3.1.6 Design-Builder's assumptions and clarifications:**

To be provided at a later date.

**§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:**

**§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:**

**ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**

**§ A.4.1 The Design-Builder's key personnel are identified below:**

*(Identify name, title and contact information.)*

.1 Superintendent

To be determined

.2 Project Manager

To be determined

The Korte Company

Mobile:

Email:

.3 Others

**§ A.4.2** The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:  
(List name, discipline, address and other information.)

Aptus Group – Architecture

R. Brandon Sprague, AIA

241 West Charleston Boulevard, Suite 145

Las Vegas, Nevada 89102

Phone: 702-839-1200

Taney Engineering – Civil Engineer

Ed Taney, PE

6030 S. Jones Blvd.

Las Vegas, NV 89118

Phone: 702-362-8844

Innova Engineering – Structural Engineer

Adriana Gonorazky, P.E.S.E.

1432 South Jones Blvd.

Las Vegas, NV 89146

Phone: 702-220-6640

MMC Contractors – Mechanical Contractor

Bob Colasuonno, P.E.

7040 S Redwood Street

Las Vegas, NV 89118

Phone: 702-889-6800

Helix Electric of Nevada LLC – Electrical Contractor

Victor Fuchs

3078 E Sunset Road

Las Vegas, NV 89120

Phone: 702-732-1188

## ARTICLE A.5 COST OF THE WORK

### § A.5.1 Cost To Be Reimbursed as Part of the Contract

#### § A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

*(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
<p><u>Wages or Salaries of the following Design-Builder's employees' salaries (whether stationed at the Design-Builder's office or at the site) shall be considered a Cost of the Work while engaging in performing management services for the Project: Project Executive, Preconstruction Services-Estimators, Project Manager, Project Engineer, Field Engineer, Safety Director, General Superintendent, Project Superintendent, Safety Director, Quality Assurance Personnel, Special Services Personnel and Clerk. Said wages or salaries of Design-Builder's personnel shall be figured at cost plus applicable taxes, insurance and fringe benefits (billed at 41%), plus sick leave, holidays and vacation benefits.</u></p>			

**§ A.5.1.1.3** Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ A.5.1.1.4** Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

**§ A.5.1.1.5** Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

**§ A.5.1.2 Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

**§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ A.5.1.3.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

**§ A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

**§ A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

**§ A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

**§ A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

**§ A.5.1.5 Miscellaneous Costs**

**§ A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents. Design-Builder shall be reimbursed at the rate of 0.92% of the Guaranteed Maximum Price for Design-Builder's Liability Insurance. Design-Builder shall be reimbursed at the rate of 1.25% of the Subcontractor and Purchase Order dollar values enrolled in the Subcontractor Default Insurance (SDI) program.

**§ A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

**§ A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

**§ A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

**§ A.5.1.5.5** Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

**§ A.5.1.5.6** With the Owner's prior approval, costs Costs for electronic equipment and software directly related to the Work. Contractor shall be reimbursed at the rate of 0.0038 of the Guaranteed Maximum Price for computer software licensing and technical support services.

**§ A.5.1.5.7** Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

**§ A.5.1.5.8** With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

**§ A.5.1.5.9** With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

**§ A.5.1.5.10** That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ A.5.1.5.11** Mobile telephone for project superintendent.

**§ A.5.1.5.12** Any deductibles under Builder's Risk Insurance. The Guaranteed Maximum Price will be increased to reflect the cost-plus Design-Builder's Fee for any work which is a deductible under Builder's Risk Insurance.

**§ A.5.1.6 Other Costs and Emergencies**

**§ A.5.1.6.1** Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

**§ A.5.1.6.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

**§ A.5.1.6.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

**§ A.5.1.7 Related Party Transactions**

**§ A.5.1.7.1** For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

**§ A.5.1.7.2** If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

**§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract**

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

**§ A.5.3 Discounts, Rebates, and Refunds**

**§ A.5.3.1** Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

**§ A.5.3.2** Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

**§ A.5.4 Other Agreements**

**§ A.5.4 Other Agreements**

**§ A.5.4.1** When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the

Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ A.5.4.2** Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, Documents and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design-Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

**§ A.5.4.3** The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

**§ A.5.5 Accounting Records**

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**§ A.5.6 Relationship of the Parties**

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

NYE COUNTY NEVADA

**OWNER (Signature)**

Chair,

Nye County Board of County Commissioners

*(Printed name and title)*

THE KORTE COMPANY

**DESIGN-BUILDER (Signature)**

Brent A. Korte President & CEO

*(Printed name and title)*



# AIA® Document A141° – 2014 Exhibit B

## Insurance and Bonds

for the following PROJECT:  
(Name and location or address)

Design and Construction of a Civic/Community Center  
4670 S. Nevada Highway 160  
Pahrump, NV 89061

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**THE OWNER:**  
(Name, legal status and address)  
Nye County, a political subdivision of the State of Nevada  
101 Radar Road  
PO Box 3999  
Tonopah, NV 89049

**THE DESIGN-BUILDER:**  
(Name, legal status and address)

The Korte Company  
9225 W Flamingo Road, Suite 100  
Las Vegas, NV 89147

Nevada License No. 0057075, Unlimited

### THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 19th day of February in the year 2025.

(In words, indicate day, month and year.)

### TABLE OF ARTICLES

- B.1      GENERAL**
- B.2      DESIGN BUILDER'S INSURANCE AND BONDS**
- B.3      OWNER'S INSURANCE**
- B.4      SPECIAL TERMS AND CONDITIONS**

Init.

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User Notes:

Contract 10-01128

(1500212823)

## ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

## ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

**§ B.2.1** The Design-Builder shall purchase and maintain the following types and limits of insurance from a company, or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

*(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ B.2.1.1** Commercial General Liability with policy limits of not less than one million (\$ 1,000,000 ) for each occurrence and two million (\$ 2,000,000 ) in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

**§ B.2.1.2** Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than one million (\$ 1,000,000 ) per claim and one million (\$ 1,000,000 ) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

**§ B.2.1.3** The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

**§ B.2.1.4** Workers' Compensation at statutory limits.

**§ B.2.1.5** Employers' Liability with policy limits as provided below:

\$1,000,000 each occurrence and \$1,000,000 aggregate

**§ B.2.1.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000 ) per claim and one million (\$ 1,000,000 ) in the aggregate.

**§ B.2.1.7** Pollution Liability covering performance of the Work, with policy limits of not less than one million (\$ 1,000,000 ) per claim and one million (\$ 1,000,000 ) in the aggregate.

**§ B.2.1.7.1** The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ B.2.1.8** The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ B.2.1.9 Additional Insured Obligations.** The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

**§ B.2.1.10 Certificates of Insurance.** The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. ~~Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.~~

**§ B.2.2 Performance Bond and Payment Bond**

The Design-Builder shall provide surety bonds as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
<u>The Guaranteed Maximum Price does not include any costs for Performance and Labor/Material Payment Bond. If a bond is required by the Owner, the cost of the bond will be added by Change Order.</u>	

**§ B.2.2.1** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**ARTICLE B.3 OWNER'S INSURANCE**

**§ B.3.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ B.3.2 Property Insurance**

**§ B.3.2.1** Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

**§ B.3.2.1.1** The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft,

vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

**§ B.3.2.1.2** If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ B.3.2.1.3** The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ B.3.2.1.4** Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**§ B.3.2.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

**§ B.3.2.3** If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

**§ B.3.2.4 Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

**§ B.3.2.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ B.3.2.6** Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ B.3.2.7 Waivers of Subrogation.** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary.

The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, ~~did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged otherwise.~~

**§ B.3.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, ~~as their interests may appear,~~ subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

**§ B.3.2.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

**§ B.3.2.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

The Design-Builder shall purchase and maintain Subcontractor Default Insurance (SDI) which shall be included in the Guaranteed Maximum Price.

**SPECIAL CONDITIONS**  
Per Agreement Article 16.1.6

In the event of conflict or inconsistency between terms and conditions within these Special Conditions and any terms or conditions in the Agreement (including any Exhibits to the Agreement), these Special Conditions shall control:

1. Design-Builder's warranties and any other post-completion obligations under the Contract Documents shall extend for a period of one (1) year from Substantial Completion of the portion of the Work affected, except in those instances where a special written warranty for a particular part of the Work applies. For each defect, deficiency or non-conformity which becomes apparent after Substantial Completion of the Work, Design-Builder's responsibility and liability shall be limited to the following: Design-Builder shall promptly repair or replace the defective, deficient or non-conforming item of the Work per this warranty, at Design-Builder's sole expense, provided the defect, deficiency or non-conformity appears within such one year period or such special warranty period, as the case may be, is caused by the Design-Builder or one of its Contractors or suppliers, and is identified in Owner's prompt written notice to Design-Builder.
2. Except where a submittal, including a submission under Article 7.3.1, is specifically and appropriately rejected in whole or in part, Design-Builder may perform in conformity with the submittal furnished to Owner. Owner shall have fourteen (14) days from receipt of a submittal to notify Design-Builder of specifics in the submittal which Owner rejects or which are otherwise objectionable to Owner. In the absence of such notification within the fourteen day period, the submittal shall be deemed approved by the Owner. A deviation from that reflected in Design-Build Documents for which Design-Builder shall provide Owner a submittal for Owner's approval shall consist of a change in a building system, building materials or building layout from that previously depicted or expressly indicated. Information consisting of the addition of details and the refinement of the scope of work that occurs during the design process from conceptual design to construction documents is not considered either a deviation or circumstances inconsistent with the Design-Build Documents.
3. Building permits are the responsibility of the Design-Builder only to the extent specially designated in the Contract Documents. Design-Builder shall not be responsible for securing occupancy permits, for compliance with zoning and land use regulations, for obtaining permanent or construction easements, or for utility connection fees. Design-Builder is not a developer, and has no responsibility for any aspect of the Project which is not expressly a part of the Work.
4. The time limits for the submission of claims as set forth in Article 14 of the Terms and Conditions shall be treated as optimal general guidelines. No claim by either Owner or Design-Builder shall be forfeited because of the failure to meet such a time limit or to satisfy administrative procedures relating to the claim. Nevertheless, a party may seek judicial relief to bar further action if the other party seeks formal dispute resolution of a Claim after the time permitted by the applicable statute of limitations or statute of repose. Owner and Design-Builder agree that if a matter submitted to formal dispute resolution between Owner and Design-Builder involves the performance of a Contractor, that Contractor should be joined in the proceeding. Irrespective of any other terms and conditions, Design-Builder may seek immediate specific performance or similar binding relief if Design-Builder determines in good faith that awaiting a period of time as otherwise contemplated under the Contract Documents is potentially harmful to Design-Builder's interests under the circumstances.
5. Should Owner hire a separate contractor or elect to perform work at the Project with Owner's own forces prior to Design-Builder's completion of the Work, Owner agrees to employ such a separate contractor or its own forces under circumstances allowing the work of the separate contractor or of Owner's own forces to be performed in harmony with the performance of the Work by the union trades personnel. Owner shall be responsible for delays, disruptions, and expenses caused by a jurisdictional dispute, other labor dispute or labor disruption (proper or otherwise) resulting from the employment of a separate contractor or Owner's own forces.

6. Causes beyond Design-Builder's control for which a time extension shall be granted for the resulting impact on job progress include delays caused by a governmental agency not attributable to an act or omission of Design-Builder, its Architect or one of the Contractors, unavailability of material for delivery when needed, and adverse weather of any nature to the extent it actually delays or slows the performance of the Work.
7. Except insofar as the Contract Documents specially designate otherwise for this Project, Design-Builder shall receive progress payments based on the estimated value of the Work performed, subject to the provisions for retention. The value of the Work performed shall include the value of materials and equipment when delivered to the project site or suitably stored off site by the Design-Builder or any Contractor.
8. Design-Builder is solely responsible for determining the amount to be paid its Contractors or suppliers, and for determining the amount Design-Builder may withhold from a Contractor or supplier due to a dispute or otherwise with that Contractor or supplier.
9. Design-Builder's warranty that Work furnished shall be free and clear of liens of its Contractors and suppliers shall be effective if Design-Builder has received all payments then due. Such warranty shall not apply, however, if the lien arises from retention or other monies properly withheld by Design-Builder from the Contractor or supplier.
10. Final payment shall be due within thirty (30) days of the completion of the Work, provided that: (a) Design-Builder has furnished reasonable evidence that Design-Builder has timely paid all sums due its Contractors and suppliers, and (b) Design-Builder has furnished a final lien waiver, conditional upon receipt of final payment. After Substantial Completion of the Work, retention shall be reduced to a sum equal to the estimated costs to complete the Work remaining and to correct any incorrectly performed portion of the Work performed.
11. In the event of fortuitous loss occurring during the performance of the Work, Design-Builder and Owner shall cooperate in an effort to seek recovery for the loss from the builder's risk insurer. The risk of a fortuitous loss to the Work, except insofar as the loss is paid by the builder's risk policy for the project, is borne by Owner.
12. In addition to the other terms and conditions regarding suspension of the Work or termination, Design-Builder may, at its election, immediately suspend performance of the Work or terminate the Agreement if: (a) the Owner has failed to timely pay the full amount due with respect to Design-Builder's pay application; (b) the Design-Builder has furnished to the Owner seven (7) days' advance notice of such default; and (c) the Owner has failed to cure such default within the seven (7) day notice period.
13. A proposed substitution submitted to the Owner by the Design-Builder in writing, by means of the submittal process or otherwise, shall be deemed acceptable to the Owner as if authorized by a Change Order unless the Owner provides a written notice to Design-Builder within fourteen (14) days of receipt of the proposal indicating that the proposed substitution is not acceptable. Any cost savings or cost increase and any impact on the Contract Time resulting from such a substitution shall be covered by a subsequently issued Change Order.
14. Nothing in the Contract Documents is intended to afford third-party beneficiary rights to any Contractor, subcontractor, supplier, worker, or any other person or entity against Design-Builder.
15. The Work excludes testing or investigation to determine whether the Project site contains any hazardous waste or hazardous materials, as so recognized under federal, state or local law, requiring remediation or removal, and Design-Builder, its Contractors or their subcontractors, its Architect, Architect's consultants, or any agents or employees of any of them, have no duty or responsibility under the Contract Documents to so test or investigate. Design-Builder shall report the possible existence of hazardous waste or hazardous materials only if Design-Builder encounters materials or substance which it believes to be hazardous waste or hazardous materials requiring remediation or other special handling under federal or state law. To the maximum extent permitted by law, Owner's indemnification obligation to Design-Builder under Article 10.3 shall apply to all such costs, damages, expenses and fees arising out of any claims related to the

existence of hazardous waste or hazardous materials, even if the costs, damages, expenses or fees are caused in part by operations or actions, whether alleged to be negligent or otherwise, of Design-Builder, any Contractor or subcontractor, Architect, Architect's consultants, or any agent or employee of any of them.

16. Every insurance policy maintained by Owner in connection with the Work or any adjacent or nearby property in which Owner has an insurable interest shall contain a clause waiving subrogation against Design-Builder, its Architect and the Contractors. The waiver of subrogation shall extend to all damages and losses covered by insurance currently or hereafter maintained by Owner, including insurance covering property other than the Work and insurance covering the Work after Substantial Completion thereof.
17. Design-Builder shall have no obligation to sign a consent to an assignment of this Agreement if Design-Builder, in the exercise of good faith, finds the terms of the consent to an assignment objectionable.
18. Design-Build/Design Instruments of Service: As part of the "Work", Design-Builder will engage Aptus Group (the "Architect") to furnish the architectural services for the preparation of the plans, specifications and other design documents for the Work. A Change Order(s) will be executed insofar as the working plans, specifications and other documents prepared by the Architect call for labor, materials, equipment or work beyond Design-Builder's reasonable understanding of Owner's written program and space requirements. Notwithstanding any other provision in the contract documents, the drawings, specifications and other documents prepared by or for the Architect shall be considered the Architect's Instruments of Service and the Architect shall retain all common law and statutory rights in the Instruments of Service. However, Owner is granted a non-exclusive license to use the Instruments of Service: (1) in connection with the project while Design-Builder is performing Work on the project, and (2) in connection with a future project provided Owner hires a qualified architect or engineer to independently consider all architectural, engineering or other design issues involved in any such future project without any reliance on the Architect's Instruments of Service.
19. All architectural, engineering and other professional services which are within the scope of the Work for the Project and which, according to applicable law, may only be furnished by a duly licensed professional firm, shall be performed by the Architect or by another duly licensed professional firm under contract with the Architect, and such design services shall be performed in accordance with the standard of professional care applied to similar design professionals in the locality of the Project. Design-Builder shall not be responsible for any claimed design error or omission that actually meets the professional standard of care. The Architect shall participate substantially in all material aspects of the offering and providing of architectural services relating to any bid process, contract negotiations, design, consultation, development, preparation and coordination of construction documents and verification of adherence to construction documents and completion, and where required, the Architect shall control the decisions on issues to be designed by such a design professional. The Architect will have direct supervision of the architectural work and the Architect's services will not be terminated on the Project without the replacement by another architect mutually agreed to by the Owner and the Design-Builder. Design-Builder, by the use of the term "Design-Builder" or otherwise, does not hold itself out as capable of rendering any professional services which under applicable law must be performed by a duly registered architectural, engineering or other professional firm. The Architect's compensation for such design services shall be shown as a separate line item on the Schedule of Values and such sum shall be included in the lump sum price or the GMP, as the case may be. As part of this arrangement authorizing Design-Builder to contract directly for such professional services, Design-Builder provides this sole and exclusive remedy to Owner should any errors or omissions occur in the performance of the architectural, engineering and related professional services furnished by or to the Architect: Design-Builder's maximum liability for all damages (exclusive of the damages which Owner may not recover from Design-Builder in any event by virtue of one or more other provisions of the Contract Documents) resulting from all such errors or omissions shall be the total fee paid by the Design-Builder to the Architect for the Architect's services in connection with the project, regardless of whether the damages were caused in whole or in part by the Architect or by any architect, engineer, consultant or other professional person or firm which Architect may employ on this project and regardless of whether the claim or claims are based on one or more claimed breaches of warranty, breaches of fiduciary duty, torts, or other types of claims, or a combination thereof.

20. Where the Contract Sum is based on Exhibit A, Article A1.4 of the Agreement, the following shall apply: The Owner's total design-build budget amount for the Work to be furnished or performed by Design-Builder shall be identified in the Agreement. Design-Builder shall endeavor to develop construction documents that will permit the GMP to be established consistent with the Owner's total budget amount as may be revised. In the process of developing the design documents from the conceptual design stage to the construction documents stage, various systems and elements of the Work will be identified, better defined and detailed. Design-Builder will from time to time revise the design-build budget to reflect anticipated adjustments in the cost of the Work as design documents are being further refined and detailed, and Owner and Design-Builder shall review the budget as so revised at such times as Owner may reasonably request. The total design-build budget amount as revised, however, is not the GMP. The GMP shall be established by a written amendment to the Agreement as provided by the Contract Documents.
21. Design-Builder acknowledges it has visited the Project site, has become generally familiar with local conditions affecting the performance of the Work, and will provide its observations to the Architect in relation to further developing the Design-Build Documents.
22. As to the Design-Build Documents, Design-Builder makes no warranty of suitability or fitness for a particular purpose. Further, Design-Builder does not warrant the Design-Build Documents for use in connection with any modification or remodeling of improvements or the addition of improvements at the Project site. Accordingly, in any such modification, remodeling or improvement project, Owner shall engage one or more suitable design professionals to independently perform the requisite design services without placing reliance on the information in the Design-Build Documents.
23. The Work excludes geotechnical engineering or testing, as well as any determination of the sufficiency of the number of borings or the amount of soils testing, if any, that may be suitable for the Project.
24. Design-Builder is responsible for determining when the Work, or any portion of the Work, is substantially complete. Substantial Completion of all or a portion of the Work, as the case may be, occurs when the Work or the portion of the Work is ready for use or occupancy. In making this determination, Substantial Completion shall not be delayed by anything: (a) preventing or delaying actual use or occupancy so long as it does not involve an improperly performed or incomplete item of the Work, or (b) which has been omitted from the punch list prepared by Design-Builder.
25. Owner's rights under Article 13.2.2.2 are subject to the following: Only a default which is substantial or material can trigger the Owner's rights under Article 13.2.2.2. In addition, if the deficiency cannot be practically cured within the period of time contemplated by Article 13.2.2.2, Design-Builder shall be given sufficient time to effectuate a proper cure. Notwithstanding any other provision, a nonconforming item or element of the Work shall be subject solely to a reasonable credit to the Owner where the cost to cure that condition, including the removal and replacement of soundly installed work, is grossly disproportionate to the effect on the value of the Work due to that item or element.
26. Unless specific Project terms of the Agreement otherwise provide, Design-Builder may commence construction of the Work upon the approval of construction documents pertaining to that portion of the Work.
27. Design-Builder shall use the skill and attention of a comparable competent Design-Builder in supervising the construction of the Work so it is accomplished in a good and workmanlike manner and consistent with the requirements of the Contract Documents.
28. Notwithstanding anything seemingly to the contrary, a decision by the Owner or by a Neutral, if any, as contemplated by any section within Article 14 of the Terms and Conditions shall not be a condition precedent to either the Owner or the Design-Builder taking further action under that Article of the Contract Documents. A Neutral's decision, if any, is advisory only and not binding on the parties.
29. The initial determination contemplated by Article 6.3.7 shall be made by the Design-Builder, and then Owner and Design-Builder shall confer to ascertain whether Owner concurs with Design-Builder's determination.

30. Any decision by Owner to withhold payment in whole or in part from Design-Builder shall be the subject of a prompt written notice to Design-Builder, and such notice shall explain in the detail the ground or grounds for the withholding and how the amount of the withholding was specifically ascertained. The amount of withholding shall be based on the estimated cost to rectify the reason for withholding. A violation of this paragraph shall be treated as a substantial violation of the Agreement.
31. The words "or in part" are hereby deleted from Article 10.2.5.
32. Each warranty or representation under the Contract Documents is contractual only, and any non-compliance with any such warranty or representation shall be subject to contract principles and remedies consistent with the terms and conditions of the Contract Documents.
33. Should Owner observe any condition or activity which Owner does not believe conforms to the requirements of the Contract Documents, Owner shall notify Design-Builder in writing of that condition or activity promptly following the observation to permit Design-Builder to investigate, to respond to the Owner, and to mitigate, if not cure, the conditions or activity to the extent truly non-conforming to the requirements of the Contract Documents.
34. Owner shall notify Design-Builder in writing of any Project milestone dates for separate contractors or for performance by the Owner's own forces which must be coordinated with the performance of the Work. Such notification shall be sufficiently in advance to permit Design-Builder to consider same as part of coordinating the activities of the Contractors under the Project schedule, and Owner shall keep Design-Builder updated on those separate Project milestone dates.

# RESPONSE TO REQUEST FOR PROPOSAL



**RFP NO: 2022-22  
PWP NO: NY-2023-140  
CONSTRUCTION OF A CIVIC/COMMUNITY CENTER**

**NYE COUNTY, NEVADA**

**PREPARED BY:**  
The Korte Company  
9225 W. Flamingo Road, Suite 100  
Las Vegas, NV 89147  
Phone: 702.228.9551  
Fax: 702.228.5852  
Email: [korte@korteco.com](mailto:korte@korteco.com)



OCTOBER 7, 2024

RESPONSE TO RFP

**GREG KORTE**  
President - Las Vegas Division

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We offer this proposal for the consideration of Nye County. We consider the contents "proprietary information", which is to remain confidential between Nye County and The Korte Company.



TAB

1

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## TAB 1

### PROJECT SEQUENCING AND SCHEDULING

#### **DESIGN-BUILD APPROACH TO THE NYE COUNTY CIVIC CENTER**

Based on the final determination of the \$7 million budget to include, design, engineering, permitting and construction available for the Nye County Civic Center it became apparent that the entire 31,150 SF Schematic Design (Exhibit A in the initial RFQ) could not be delivered within this budget. Additionally, the schematic design proposed in the RFQ was not conducive into phasing the construction out into manageable areas and construction sequencing. Therefore, the Korte Team used the RFQ schematic design to extract the programming information necessary to develop a design that would be more conducive to phased approach. Additional cost reduction measures to provide the best value for the project were to change from fully engineered Mechanical, Electrical, and Plumbing designs and select Design-Build Subcontractors for these scopes of work. This reduces the overall design costs and creates greater accountability for Nye County. We will also be using Design Build subcontractors for the Fire Protection and Landscaping scopes of work.

What we have provided for you can be completely built out in the 1095 calendar days as requested and reflected in our schedule. It also provides for a manageable phasing beginning with phase 1, and potentially 1a, depending on final competitive pricing, timing of design and the potential for additional funds being available when design is complete. As requested in the Bid Form we have provided pricing for all phases needed to complete the project. We have also illustrated how the sequencing would have to run in order to deliver the completion of all phases within the required 1,095 calendar days reflected in the RFP. The Phases 2 through phase 4a pricing are Rough Order of Magnitude in nature. Understanding that the ability to proceed forward with these phases are dependent on funding sources for Nye County we can only provide current budgets which include the design and engineering in each phase.

We offer this proposal for the consideration of Nye County. We consider the contents "proprietary information", which is to remain confidential between Nye County and The Korte Company.



Nye County Civic Center					PRELIMINARY SCHEDULE					Page: 1 of 6					07-Oct-24				
Activity ID	Activity Name	Duration	Start	Finish	Fin. Date Var From Day 0 (In Weeks)					2025	2026	2027	2028	2029	2030	2031	2032		
	<b>Nye County Civic Center</b>	1180	07-Oct-24	30-Dec-27															
	<b>Proposal &amp; Award</b>	88	07-Oct-24	02-Jan-25															
A100	Design / Build Proposal Due	0		07-Oct-24	-11														
A110	Design / Build Proposal Review	12	07-Oct-24	18-Oct-24	-9														
A120	County Commissioners Award Approval	28	19-Oct-24	15-Nov-24	-5														
A130	Design / Build Contract Negotiation	14	16-Nov-24	29-Nov-24	-3														
A140	Design / Build Contract Approval	31	30-Nov-24	30-Dec-24	1														
A150	Design Kick-Off Meeting	1	02-Jan-25	02-Jan-25	1														
	<b>Design</b>	899	03-Jan-25	20-Jun-27															
	<b>Phase 1 (Building Shell &amp; Fit Out)</b>	281	03-Jan-25	10-Oct-25															
	Interim Design Submittal (50%)	75	03-Jan-25	18-Mar-25															
1P100	50% Design Services	35	03-Jan-25	20-Feb-25	8														
1P110	50% Internal Technical Review	5	21-Feb-25	27-Feb-25	9														
1P130	50% Assemble / Print / Ship Submittal	2	28-Feb-25	03-Mar-25	10														
1P160	50% Nye County Review & Comment	7	04-Mar-25	10-Mar-25	11														
1P170	50% TKC Respond	5	11-Mar-25	17-Mar-25	12														
1P180	50% Review Meeting	1	18-Mar-25	18-Mar-25	12														
	<b>Entitlements</b>	81	19-Mar-25	07-Jun-25															
A1000	Planning / Entitlement Package Preparation	15	19-Mar-25	08-Apr-25	15														
A1010	Planning / Entitlement Approval	60	09-Apr-25	07-Jun-25	24														
	<b>90% Design</b>	46	09-Jun-25	24-Jul-25															
1P190	90% Design Services	15	09-Jun-25	27-Jun-25	27														
1P200	90% Internal Technical Review	5	30-Jun-25	07-Jul-25	28														
1P210	90% Assemble / Print / Ship Submittal	2	08-Jul-25	09-Jul-25	28														
1P220	90% Nye County Review & Comment	7	10-Jul-25	16-Jul-25	29														
1P230	90% TKC Respond	5	17-Jul-25	23-Jul-25	30														
1P240	90% Review Meeting	1	24-Jul-25	24-Jul-25	30														
	<b>100% Final Design</b>	78	25-Jul-25	10-Oct-25															
1P280	100% Final Design Package	15	25-Jul-25	14-Aug-25	33														
1P290	100% Final Design Print & Ship	2	15-Aug-25	18-Aug-25	34														
1P310	100% Final Pkg: Nye County Review & Comment	7	19-Aug-25	25-Aug-25	35														
1P320	Phase 1: Core Building Shell & Fit Out NTP	1	26-Aug-25	26-Aug-25	35														
A1020	Phase 1 Building Permit Approval	45	27-Aug-25	10-Oct-25	42														
	<b>Phase 1a Design (Outdoor Program Space)</b>	107	26-Jun-25	10-Oct-25															
	<b>100% Final Design</b>	107	26-Jun-25	10-Oct-25															
1AP100	100% Final Design Package	35	26-Jun-25	14-Aug-25	33														
1AP110	100% Final Design Print & Ship	2	15-Aug-25	18-Aug-25	34														
1AP120	100% Final Pkg: Nye County Review & Comment	7	19-Aug-25	25-Aug-25	35														
1AP130	Phase 1a: Outdoor Program Space NTP	1	26-Aug-25	26-Aug-25	35														
	<b>Remaining Level of Effort</b>					◆	◆	◆	◆	◆									
	<b>Remaining Work</b>					◀	◀	◀	◀	◀									
	<b>Critical Remaining Work</b>																		



NYE COUNTY  
NEVADA



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Nye County Civic Center					PRELIMINARY SCHEDULE												Page: 2 of 6				
Activity ID	Activity Name	Duration	Start	Finish	Fin. Date Var From Day 0 (In Weeks)				2025			2026			2027			2028			
					OND	JFM	AMJ	JASON	OJFM	AMJ	JASON	OND	JFM	AMJ	JASON	OND	JFM	AMJ	JASON	OND	JFM
A1140	Phase 1a Building Permit Approval	45	27-Aug-25	10-Oct-25																	
<b>Phase 2 Design (Senior Center Shell)</b>		205	27-Aug-25	19-Mar-26																	
Interim Design Submittal (50%)		62	27-Aug-25	27-Oct-25																	
2P100	50% Design Services	25	27-Aug-25	01-Oct-25	40																
2P110	50% Internal Technical Review	5	02-Oct-25	08-Oct-25	41																
2P120	50% Assemble / Print / Ship Submittal	2	09-Oct-25	10-Oct-25	42																
2P130	50% Nye County Review & Comment	7	11-Oct-25	17-Oct-25	43																
2P140	50% D/B Respond to Rev Comments	5	20-Oct-25	24-Oct-25	44																
2P150	50% Review Meeting	1	27-Oct-25	27-Oct-25	44																
90% Design		64	28-Oct-25	30-Dec-25																	
2P160	90% Design Services	25	28-Oct-25	03-Dec-25	49																
2P170	90% Internal Technical Review	5	04-Dec-25	10-Dec-25	50																
2P180	90% Assemble / Print / Ship Submittal	2	11-Dec-25	12-Dec-25	51																
2P190	90% Nye County Review & Comment	7	13-Dec-25	19-Dec-25	52																
2P200	90% D/B Respond to Rev Comments	5	22-Dec-25	29-Dec-25	53																
2P210	90% Review Meeting	1	30-Dec-25	30-Dec-25	53																
100% Final Design		79	31-Dec-25	19-Mar-26																	
2P220	100% Final Design Package	15	31-Dec-25	21-Jan-26	56																
2P230	100% Final Design Print & Ship	2	22-Jan-26	23-Jan-26	57																
2P240	100% Final Pkg: Nye County Review & Comment	7	24-Jan-26	30-Jan-26	58																
2P250	Phase 2: Sr Center Shell NTP	1	02-Feb-26	02-Feb-26	58																
A1150	Phase 2 Building Permit Approval	45	03-Feb-26	19-Mar-26	64																
<b>Phase 2a Design (Senior Center Fit Out)</b>		123	03-Feb-26	05-Jun-26																	
90% Design		45	03-Feb-26	19-Mar-26																	
2AP100	90% Design Services	15	03-Feb-26	23-Feb-26	61																
2AP110	90% Internal Technical Review	5	24-Feb-26	02-Mar-26	62																
2AP120	90% Assemble / Print / Ship Submittal	2	03-Mar-26	04-Mar-26	62																
2AP130	90% Nye County Review & Comment	7	05-Mar-26	11-Mar-26	63																
2AP140	90% D/B Respond to Rev Comments	5	12-Mar-26	18-Mar-26	64																
2AP150	90% Review Meeting	1	19-Mar-26	19-Mar-26	64																
100% Final Design		78	20-Mar-26	05-Jun-26																	
2AP160	100% Final Design Package	15	20-Mar-26	09-Apr-26	67																
2AP170	100% Final Design Print & Ship	2	10-Apr-26	13-Apr-26	68																
2AP180	100% Final Pkg: Nye County Review & Comment	7	14-Apr-26	20-Apr-26	69																
2AP190	Phase 2a: Senior Center Fit Out NTP	1	21-Apr-26	21-Apr-26	69																
A1160	Phase 2a Building Permit Approval	45	22-Apr-26	05-Jun-26	76																
<b>(Phase 3 Design: (Racquetball Courts)</b>		139	22-Apr-26	07-Sep-26																	
90% Design		62	22-Apr-26	22-Jun-26																	
3P100	90% Design Services	25	22-Apr-26	27-May-26	74																


 Remaining Level of Effort  

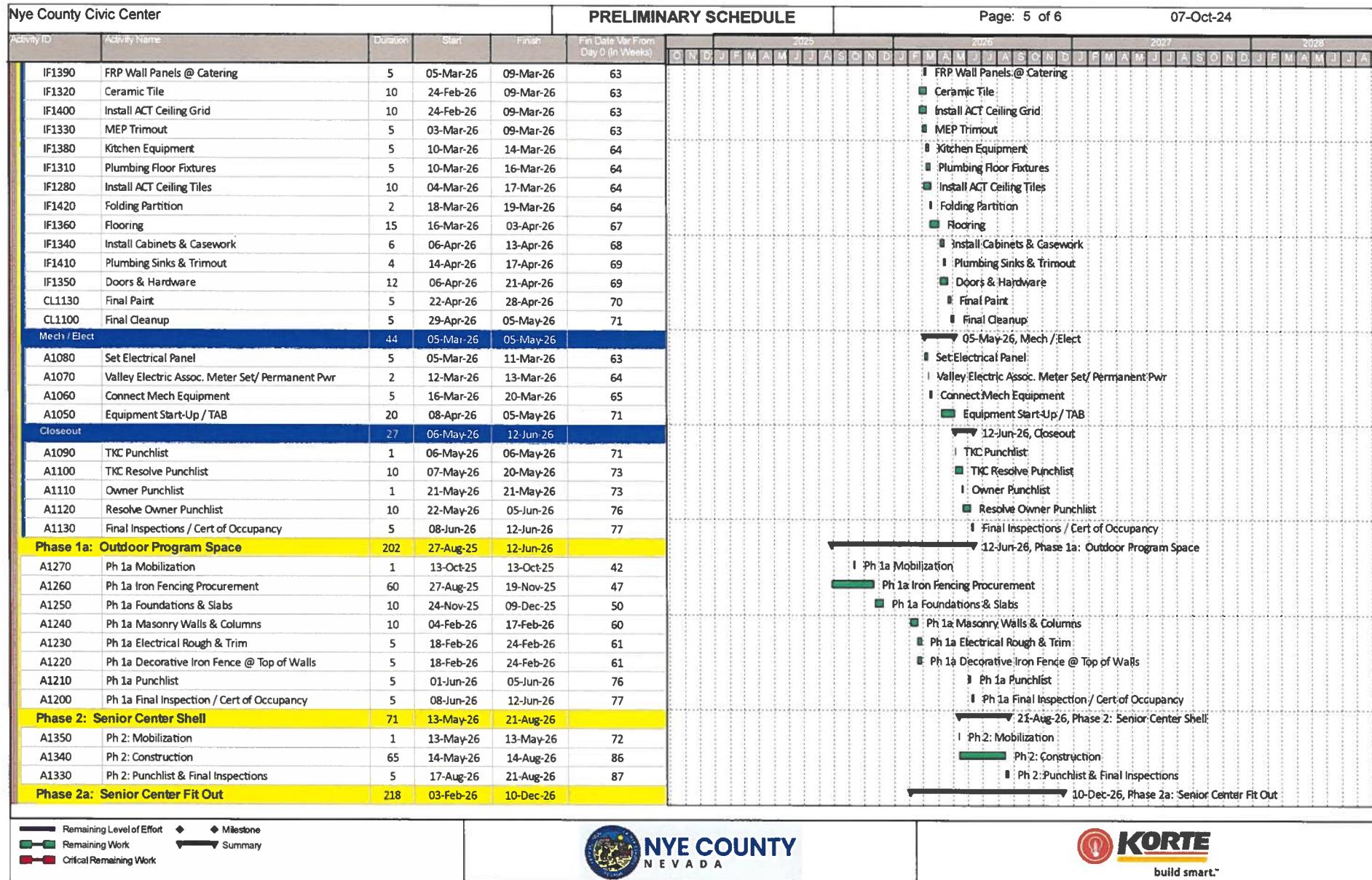
 Milestone  

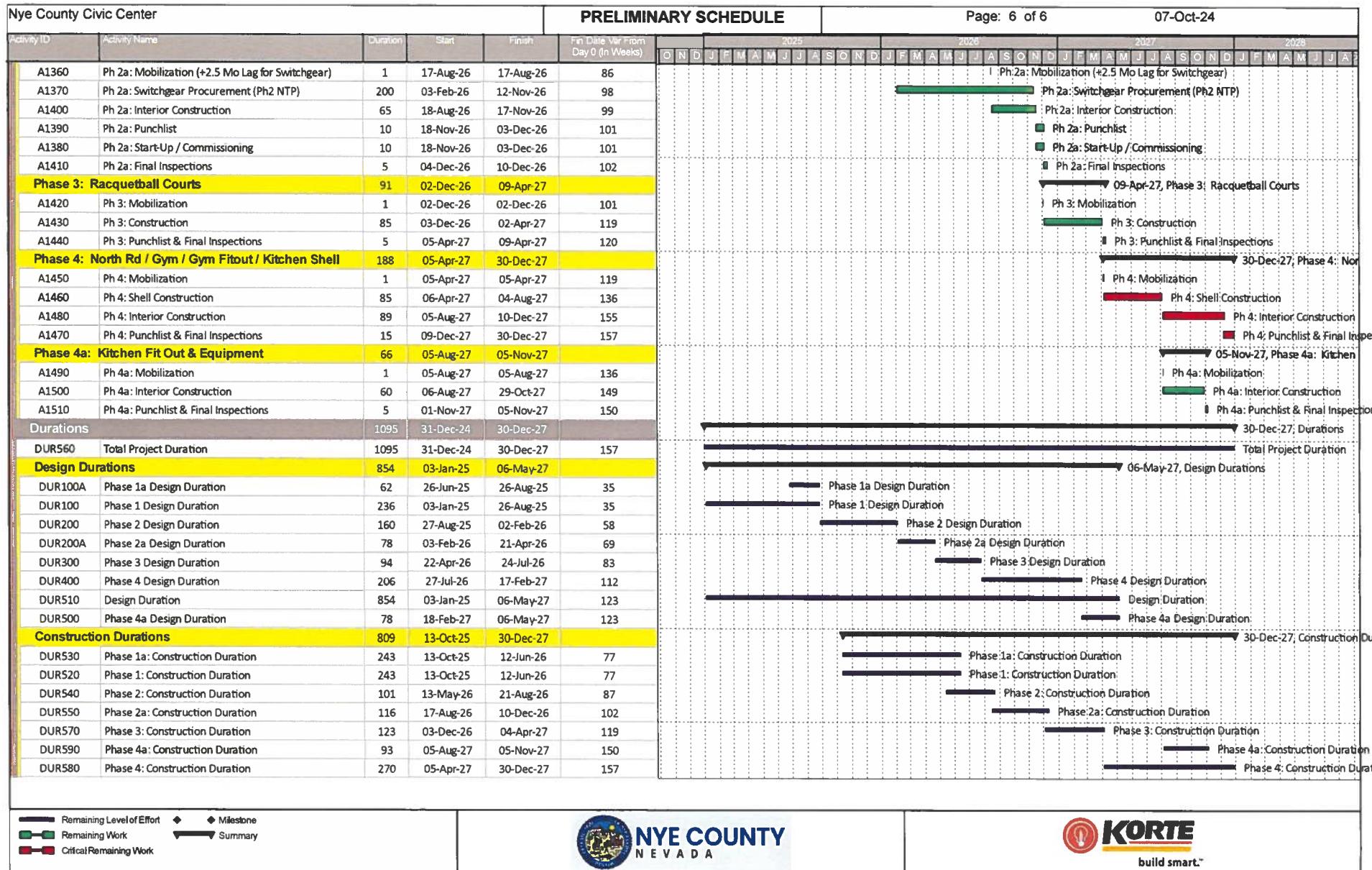
 Summary











TAB

2

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RFQ NO. 2022-22 / PWP NO. NY-2023-140  
DESIGN-BUILD CONSTRUCTION FOR CIVIC / COMMUNITY CENTER  
PAHRUMP, NEVADA

TAB 2

PROPOSAL TO THE COUNTY OF NYE

Please find The Korte Company's completed Proposal to the County of Nye and Detailed Cost Estimate following this page.

We offer this proposal for the consideration of Nye County. We consider the contents "proprietary information", which is to remain confidential between Nye County and The Korte Company.



## **PROPOSAL TO THE COUNTY OF NYE**

2022-22 Design Build Construction of a Civic/Community Center building with engineering based on conceptual drawings.

Design Build Construction of a Civic/Community Center building with engineering based on conceptual drawings incorporated into this RFP package. Total Proposal Price will include the total cost of the structure and engineering, concrete slab, electrical, water, sewer, connections to electrical; and plumbing all underground and HVAC system.  
*(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)*

NAME OF RESPONDENT Korte Construction Company d/b/a The Korte Company

BUSINESS ADDRESS 9225 W. Flamingo Road, Suite 100

CITY, STATE, ZIP Las Vegas, NV 89147

TELEPHONE NO (702) 228-9551 E MAIL  
ADDRESS korte@korteco.com

The work for which this proposal is submitted is for construction in accordance with the provisions of the Request for Proposal and the RFP Package (including the special provisions and specifications) as well as the Standard Details and Specifications for Public Improvements within the Pahrump Regional Planning District and all applicable building codes as approved in the Nye County Code.

The Respondent shall set forth the costs, clearly legible in both words and figures in the respective spaces provided in the "Schedule of Items and Prices" for this purpose. The amount set forth as the sum of the "Total Cost" of all Items will be the "Total Base Price" for the complete Project or Work.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the bonds in the sums required by this Request for Proposal and RFP Package, with surety satisfactory to the County, within eight (8) calendar days, not including Saturdays, Sundays and legal holidays, after the Respondent has received notice from the County that the Contract has been awarded, the County may, at its option, determine that the Respondent has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying the proposal shall operate and the same shall be the property of the County.

The undersigned, as Respondent, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the Request for Proposal and the RFP Package; that he fully understands that the County shall have the sole right and discretion to accept any Parts of the Proposal;

and the undersigned proposes, if this Proposal, is accepted by the County; that he will Contract with the County to provide all the necessary machinery, tools, apparatus and other means of production, and to do all the work and furnish all the materials specified in the Contract that will be awarded, in the manner, the time and cost therein prescribed, and according to the requirements of the Director as therein set forth, and that he will take, in full payment therefore, the following Schedule of Items and Prices, to-wit:

<u>Schedule of Items and Prices</u>				
<u>Design-Build Construction of Nye County Civic/Community Center</u>				
<u>Item No.</u>	<u>Description of Work</u>		<u>Total Cost (Written)</u>	<u>Total Cost (Numerical)</u>
1	Pre-Construction Services			\$ 128,856.00
2	Design Fee			\$ 452,487.00
3	Construction Cost Estimate (Items 4 only)			\$ 6,685,482.00
			Total Cost (Numerical)	Estimated Completion Date
4	Construction Phase 1		\$ 6,685,482.00	06/12/26
5	Construction Phase 1a		\$ 220,539.00	06/12/26
6	* Construction Phase 2		\$ 1,171,174.00	08/21/26
7	* Construction Phase 2a		\$ 1,462,106.00	12/10/26
8	* Construction Phase 3		\$ 2,017,304.00	04/04/27
9	* Construction Phase 4		\$ 4,757,234.00	12/30/27
10	* Construction Phase 4a		\$ 1,580,077.00	11/05/27
TOTAL BASE (Sum of Items 1-3 Inclusive) Seven Million, Two Hundred Sixty-Six Thousand Eight Hundred Twenty-Five				Dollars \$ 7,266,825.00
Zero				Cents

\*ALL PHASES BEYOND PHASE 1 AND 1a ARE BUDGETARY ONLY AS IT IS UNKNOWN THE FUNDING TIMING AND INFLATIONARY AFFECTS OF THESE BUDGETS

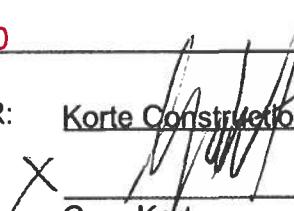
The undersign hereby agrees and acknowledges that:

The Respondent has received Addendum # 01 to # 01 inclusive and the TOTAL PROPOSAL PRICE for this Work is as follow:

\$ 7,266,825.00

CONTRACTOR: Korte Construction Company d/b/a The Korte Company

BY:

 Greg Korte

TITLE:

President, Las Vegas Division

E MAIL ADDRESS: korte@korteco.com

The County shall make progress payments as follows:

The progress estimates shall be based upon materials on the job site and invoiced, or upon material in place and all labor expended thereon. Ninety-five (95%) percent of the amount of any progress payment must be paid and five (5%) percent withheld as retainage until fifty (50%) percent of the work required by the contract has been performed. After fifty (50%) percent of the work has been completed in an acceptable manner, the County may, at its discretion, reduce the amount retained to no less than five (5%) percent of the value of the completed work.

**Please include any requested variations to this schedule in your proposal.**

**THE RESPONDENT'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL  
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE  
CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL**

Korte Construction Company

d/b/a The Korte Company

The Respondent \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not X, participated in a previous Contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Relations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by Respondents and proposed subcontractors only in connection with Contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only Contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and subcontractors who have participated in a previous Contract or subcontract subject to the Executive Orders and have not filed the required reports should know that 41 CFR 60-1.7(b) (1) prevents the award of Contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## **PUBLIC CONTRACT QUESTIONNAIRE**

Has the Respondent, any officer of the Respondent, or any employee of the Respondent who has a proprietary interest in the Respondent, ever been disqualified, removed, or otherwise prevented from responding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No  \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## **PUBLIC CONTRACT STATEMENT**

The Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which ordered the Contractor to comply with an order of the National Labor Relations Board.

## **TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT**

In accordance with Title 23, United States Code, Section 112, the Respondent hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive competition in connection with this Contract.

***NOTE: The above Statement, Questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit.***

***Respondents are cautioned that making a false certification may subject the certified to criminal prosecution.***

TAB

3

 **KORTE**  
build smart.™

RFQ NO. 2022-22 / PWP NO. NY-2023-140  
DESIGN-BUILD CONSTRUCTION FOR CIVIC / COMMUNITY CENTER  
PAHRUMP, NEVADA

TAB 3

PROJECT DESIGNS AND NARRATIVES

Please find the Project Designs and Narratives following this page.

We offer this proposal for the consideration of Nye County. We consider the contents "proprietary information", which is to remain confidential between Nye County and The Korte Company.





## Civic / Community Center



## Project Design Narrative

October 7, 2024



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COVER

OCTOBER 7, 2024

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			LIGHT FIXTURE SCHEDULE
			BACK COVER



# Section 1

## Existing Conditions





AERIAL PHOTO - SE



AERIAL PHOTO - NE



AERIAL PHOTO - NW



AERIAL PHOTO - SW

#### Aerial and Site Photos

Included here are aerial and site photos to provide context for the project. While the site is currently undeveloped, it is bounded by an existing parking lot to the south and proposed soccer fields to the east, both of which are part of the property. These constraints help shape the building layout and orientation, ensuring it integrates effectively with the planned surroundings.

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AERIAL IMAGERY 1.1

OCTOBER 7, 2024



SITE PHOTO - N



SITE PHOTO - NW



SITE PHOTO - E



SITE PHOTO - S



SITE PHOTO - SE



SITE PHOTO - SE

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IAN DEUTCH GOVERNMENT COMPLEX

PAHRUMP, NEVADA



ASH MEADOWS VISITOR CENTER

AMARGOSA VALLEY, NEVADA



PAHRUMP VA CLINIC

PAHRUMP, NEVADA



BEATTY JUSTICE COURT

BEATTY, NEVADA



DESERT VIEW HOSPITAL

PAHRUMP, NEVADA



TONOPAH TOWN OFFICE

TONOPAH, NEVADA

**Precedent Studies**

The design team researched precedent studies of buildings from Nye County to guide the design of the building. These examples helped shape the massing, geometry, and overall aesthetic language of our project. By studying these precedents, we ensured that the design not only aligns with its surroundings but also reflects a cohesive and contextually appropriate architectural identity.

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SURROUNDING AREA AND CIVIC PRECEDENTS 1.3

OCTOBER 7, 2024



PAHRUMP COMMUNITY LIBRARY

PAHRUMP, NEVADA



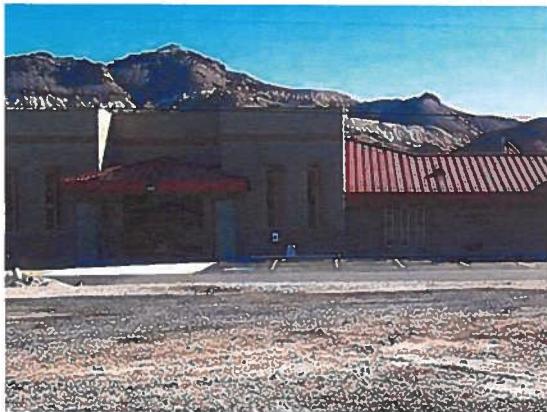
NYE COUNTY HEALTH AND HUMAN SERVICES

PAHRUMP, NEVADA



NYE COUNTY BUILDING AND SAFETY DEPARTMENT

PAHRUMP, NEVADA



BEATTY COMMUNITY CENTER

BEATTY, NEVADA



BOB RUUD COMMUNITY CENTER

PAHRUMP, NEVADA



TONOPAH CONVENTION CENTER

TONOPAH, NEVADA

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SURROUNDING AREA AND COMMUNITY PRECEDENTS 1.4

OCTOBER 7, 2024

# Section 2

## Programming

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PROGRAMMING

OCTOBER 7, 2024

**Programming Table**

Before developing the design options, we extrapolated a detailed Space Programming table to break down the scope outlined in the RFP plans. The table converted the proposed plans into a structured format, including grossing factors to verify the gross area for each space. It lists the approximate dimensions, net square footage (NSF), and gross square footage (GSF) for all required spaces. By calculating both the net and gross areas, we ensured an accurate representation of space requirements and provided clear, actionable data to guide the design process.

Room	Dimension	Net Area (NSF)	Design Gross Factor	Gross Area (GSF)
Gymnasium	105 x 75	7,875	1.10	8,663
Gym Storage	20 20	400	1.10	440
Community Meeting - large	50 50	2,500	1.10	2,750
Green Room	10 10	100	1.10	110
Meeting Room Storage	10 10	100	1.10	110
Senior Center	50 50	2,500	1.10	2,750
Senior Room Kitchen	19 19	361	1.10	397
Senior Room Toilets	18 18	324	1.10	356
Senior Room Storage	10 10	100	1.10	110
Multipurpose Room (arts)	38 28	1,064	1.10	1,170
MP Room Storage	10 10	100	1.10	110
Dance / Yoga Studio	42 32	1,344	1.10	1,478
Dance Studio Storage	10 10	100	1.10	110
Raquetball/Handball Courts - 1	44 20	880	1.10	968
Raquetball/Handball Courts - 2	44 20	880	1.10	968
Raquetball/Handball Courts - 3	44 20	880	1.10	968
				-
Concessions/Snack Sales	20 10	200	1.25	250
Entry Vestibule	20 10	200	1.25	250
Lobby	24 24	600	1.25	750
Lounge	30 30	900	1.25	1,125
Reception Desk	10 10	100	1.25	125
Office Area	20 20	400	1.25	500
		-		-
Small Kitchen	10 14			140
Commerical Kitchen		1,424	1.25	1,780
Men's Locker Room	30 16	480	1.25	600
Women's Locker Room	30 16	480	1.25	600
Men's Toilet	30 15	450	1.25	563
Women's Toilet	30 15	450	1.25	563
Mechanical Room	40 20	800	1.25	1,000
Electrical Room	20 10	200	1.25	250
Janitor's Closet	10 10	100	1.25	125
Fire Riser Room	10 10	100	1.25	125
Loading Dock	30 10	300	1.25	375
<b>Total Indoor areas</b>		<b>26,692</b>		<b>30,579</b>

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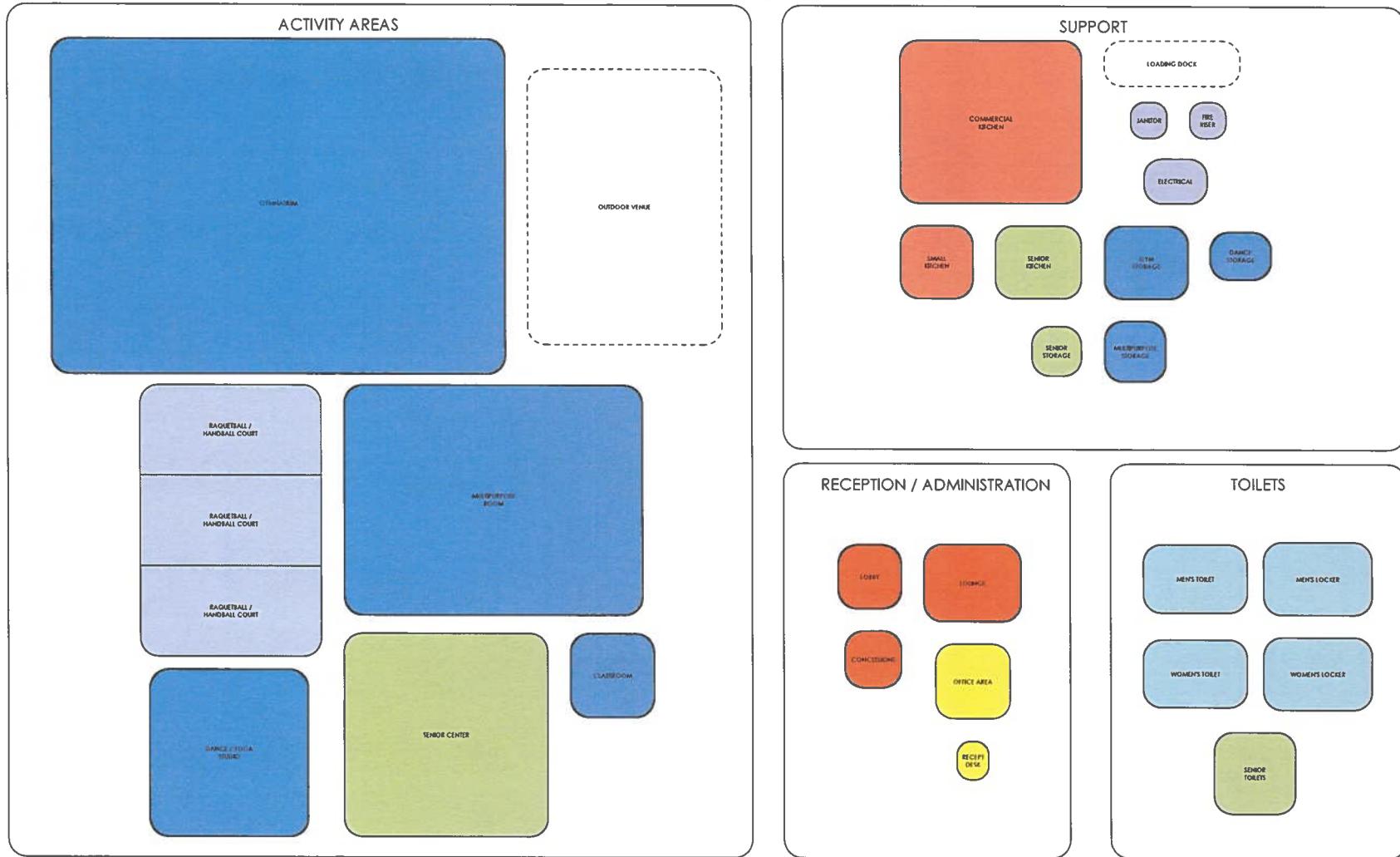


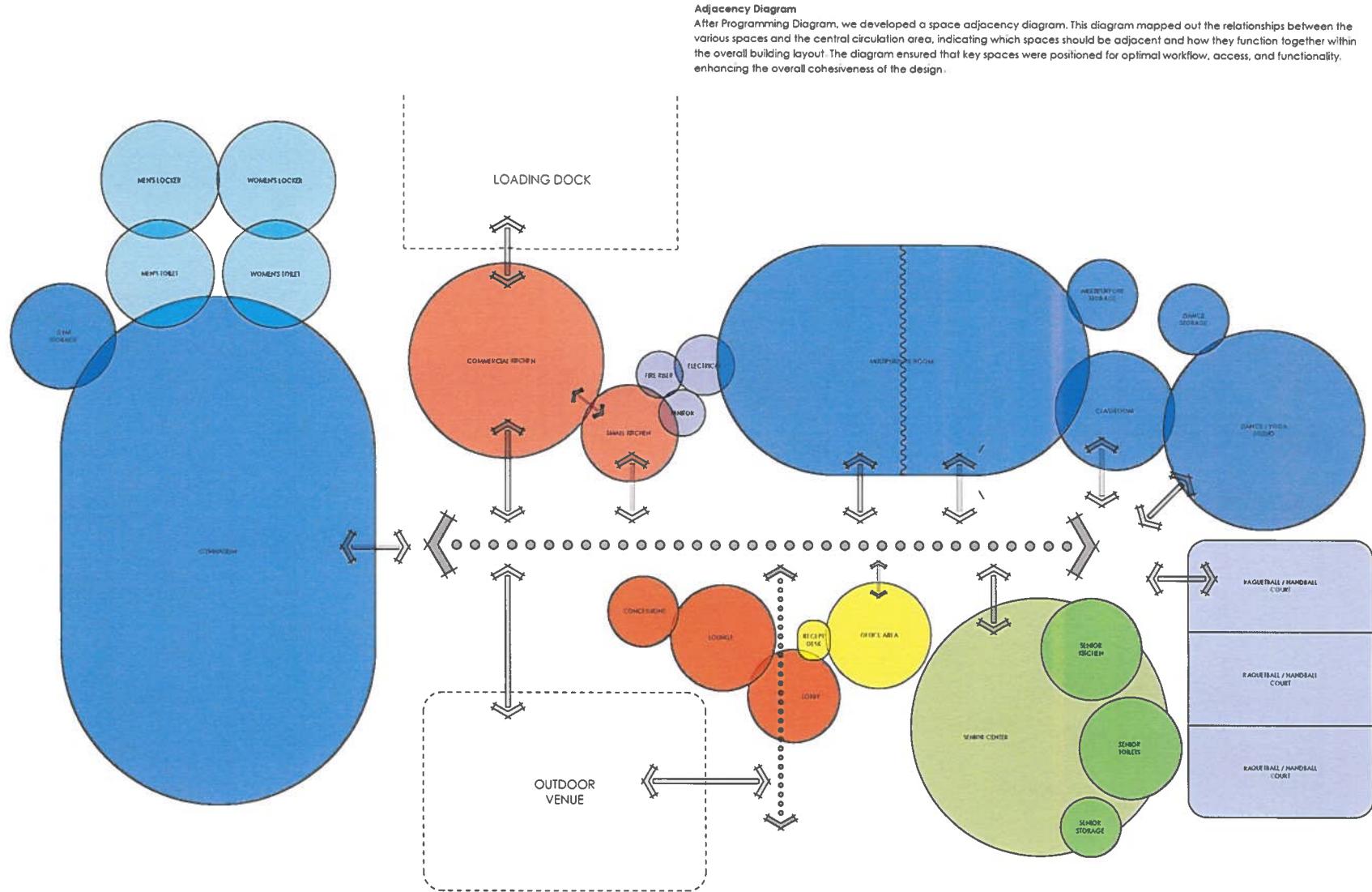
PROGRAM LIST 2.1

OCTOBER 7, 2024

#### Programming Diagram

After developing the initial programming table, we further visualized the data by creating a graphical programming table. This helped to break down each space's primary purpose and clearly represent the proportional sizes of the spaces. This graphical approach allowed us to better understand the relationships between spaces and how their sizes corresponded to the overall project goals, aiding in more informed design decisions moving forward.





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### PROGRAM ADJACENCY DIAGRAM 2.3

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OCTOBER 7, 2024

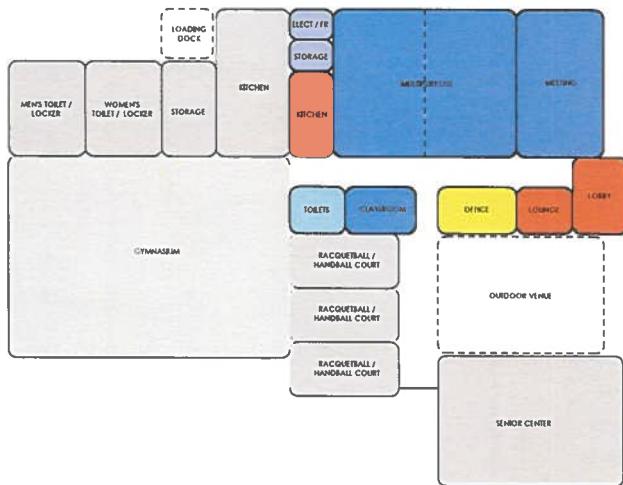
# Section 3

## Program Layout Options

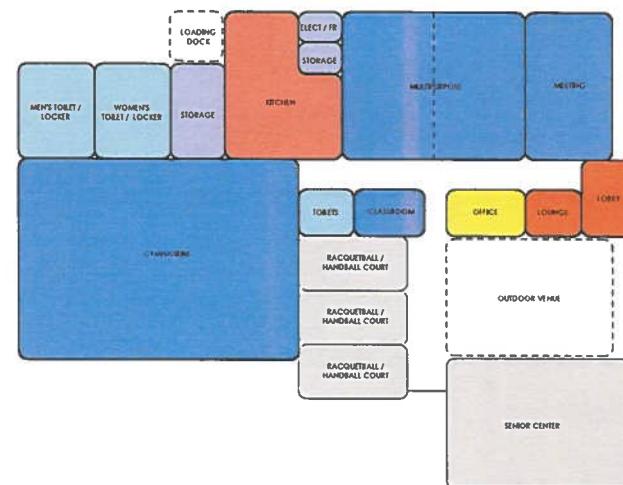
In developing the design for this project, we explored several options (A, B, C, and D) to balance community spaces, adjacency requirements, budget, and future expansion. Each option presented unique layouts and phasing strategies, with varying strengths and challenges.

Option A introduced a layout with future phases expanding to the south and west, but its phasing would disrupt the use of completed spaces and disconnect key areas like the senior center from the rest of the building. Option B created a larger footprint including with a central courtyard, but inefficient space placement and access issues made it less ideal for long-term flexibility. Option C featured a more open layout with strong visual connections, but its phasing was complex, and key functional areas like the kitchen were awkwardly positioned, reducing efficiency.

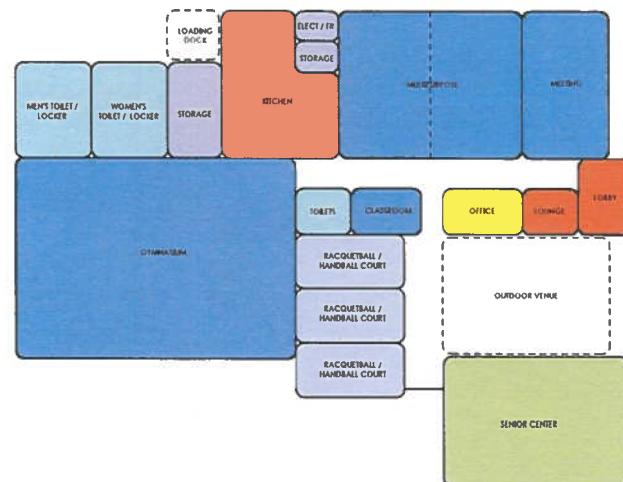




PHASE 1



PHASE 2



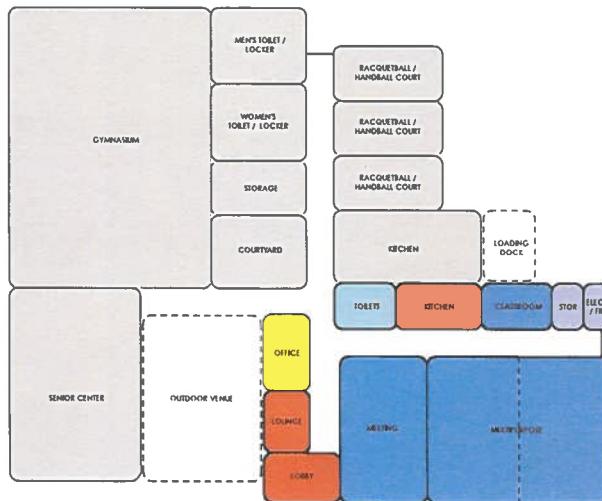
PHASE 3

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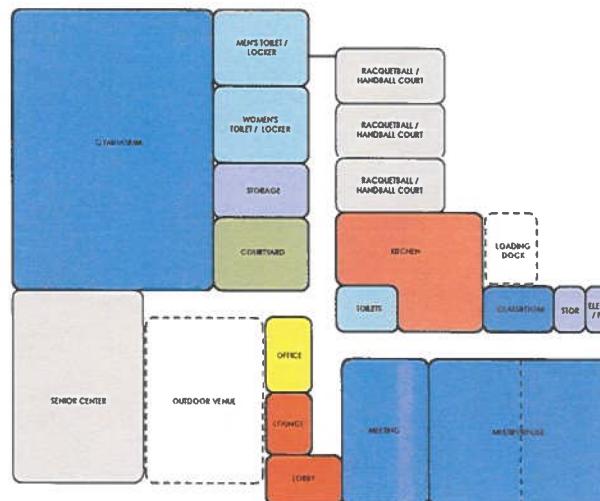


LAYOUT OPTION A 3.1

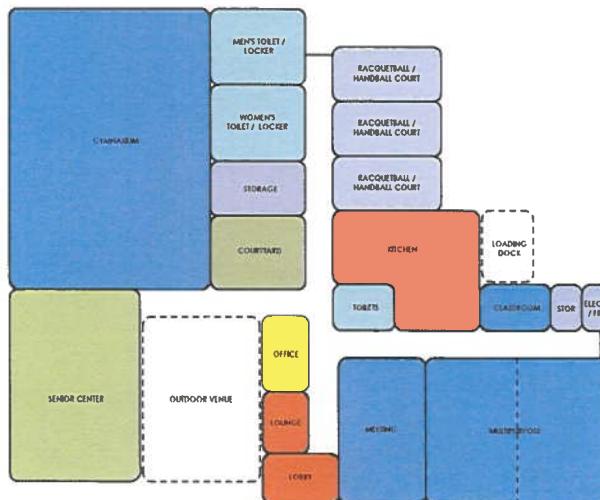
OCTOBER 7, 2024



PHASE 1



PHASE 2



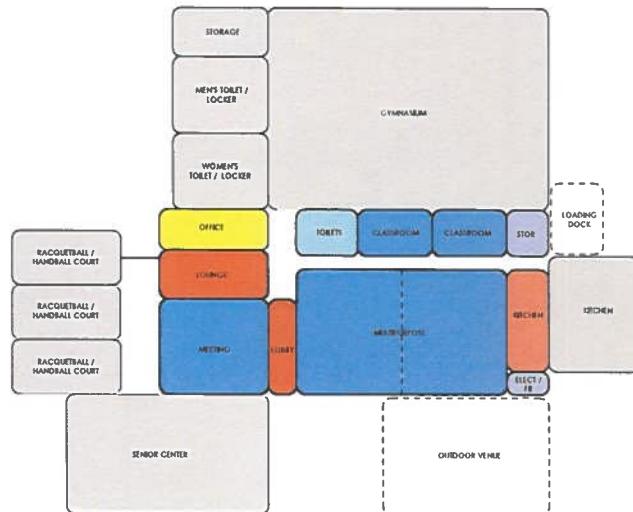
PHASE 3

Option B

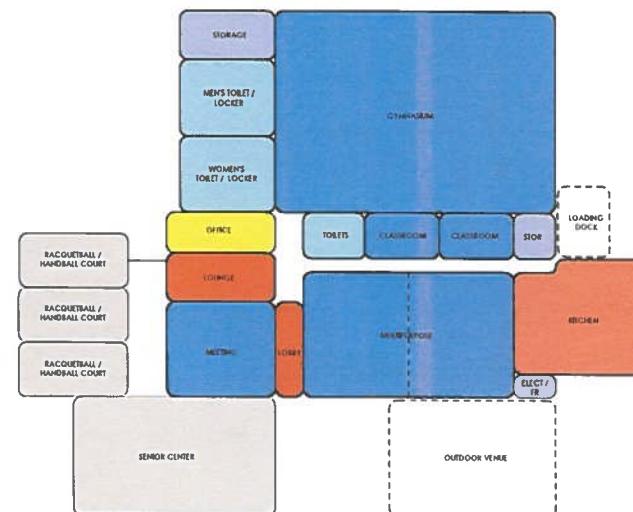
Option B had a rectangular layout with an L-shaped corridor and a central courtyard.

However, this option included awkward placement of accessory spaces and difficult access to the loading dock hindered circulation. Though phasing was manageable, the inefficient layout made this option less adaptable and flexible for future use, leading to its rejection.

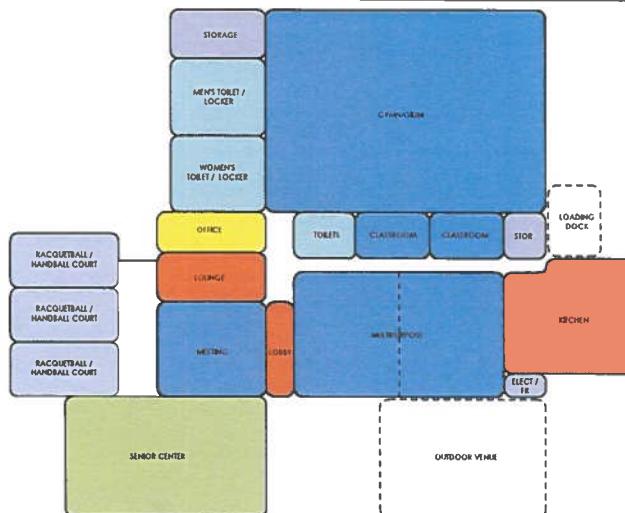




PHASE 1



PHASE 2



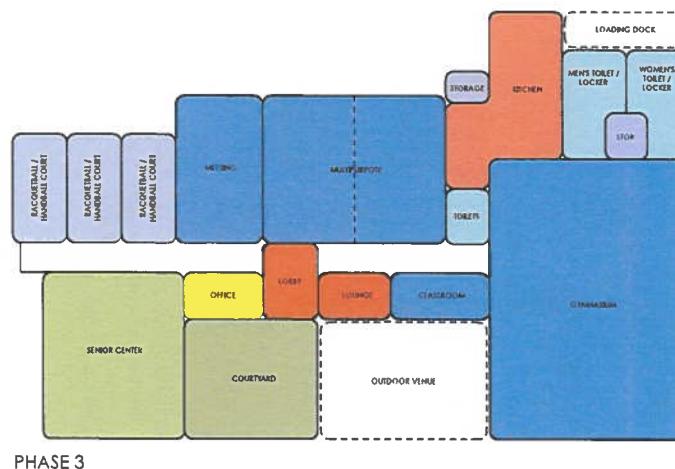
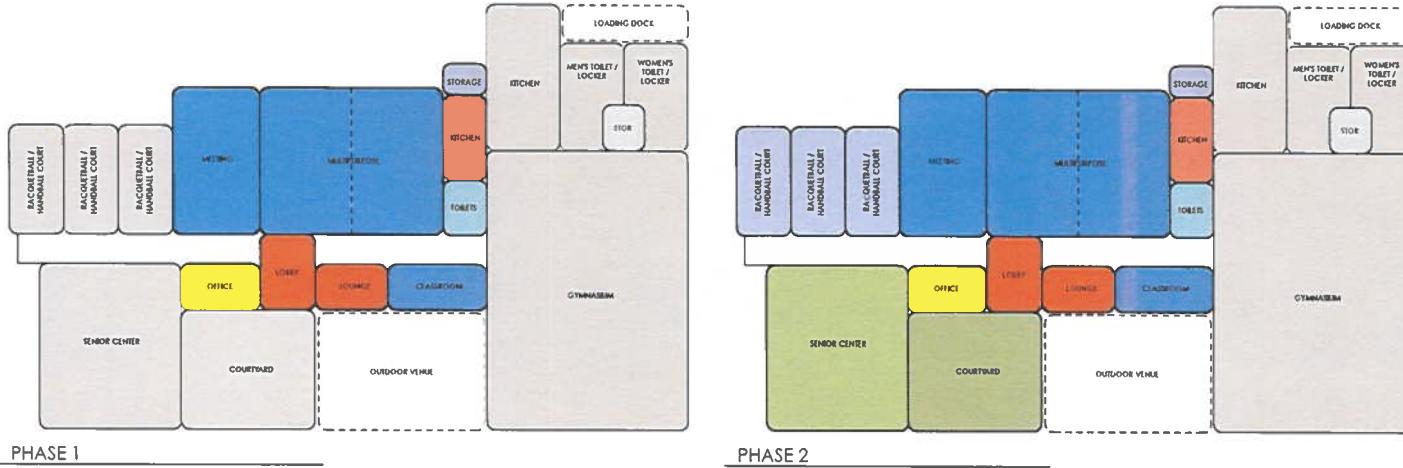
PHASE 3

Option C

Option C featured an elongated layout with a welcoming entry courtyard.

This issue with this option was that its complex phasing and awkward placement of the kitchen and loading dock reduced functionality. The spread-out design also limited efficiency, leading to its rejection for not meeting the project's goals for flexibility and access.

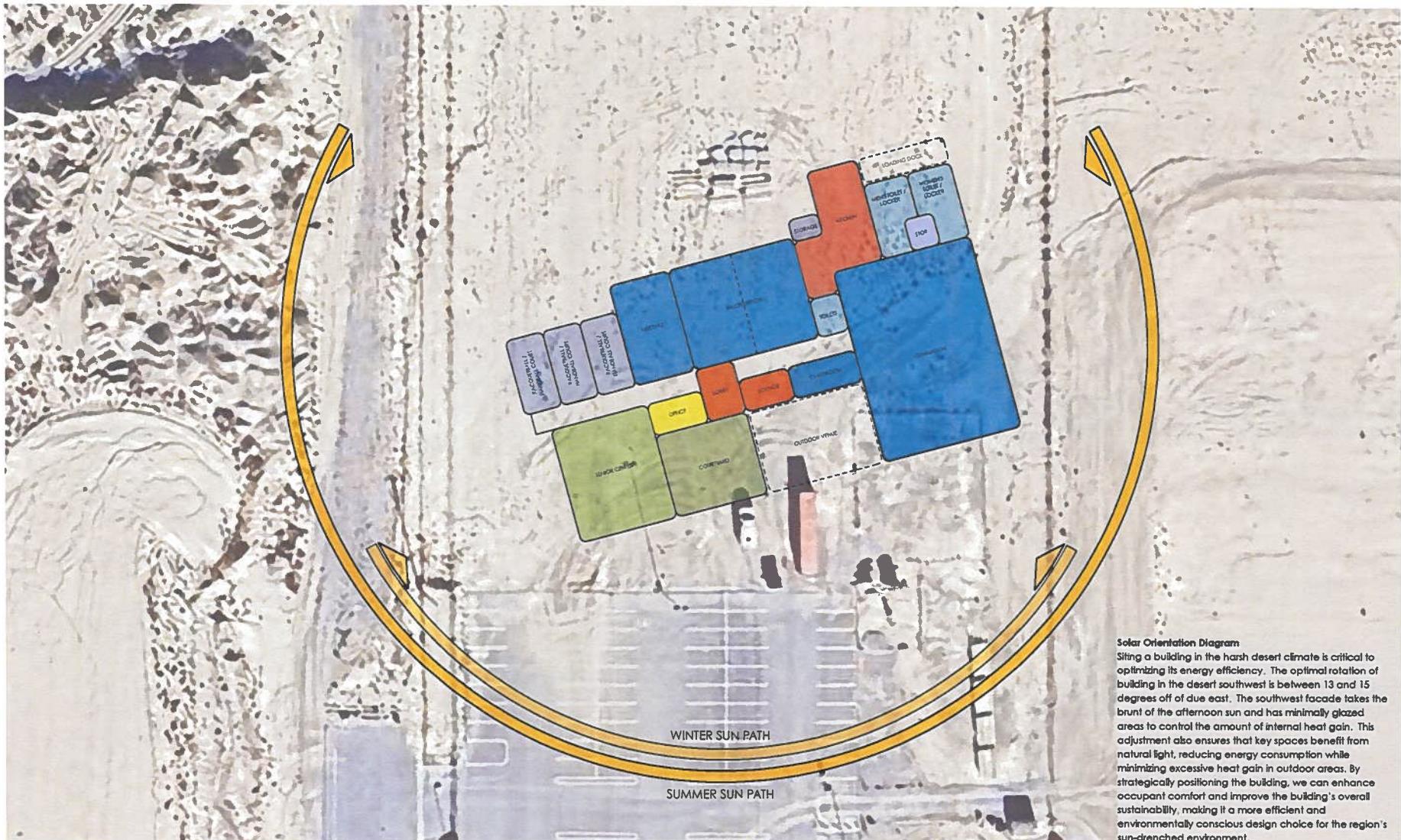




#### Option D (Selected Option)

Ultimately, Option D was selected for its smaller footprint, efficient layout, and ease of future expansion. The design created a welcoming entry courtyard and centralized spaces for better access. Option D's straightforward phasing strategy minimized disruption during construction and aligned well with the client's vision for flexibility and community engagement, making it the best choice for the project's long-term success.





**Solar Orientation Diagram**  
Siting a building in the harsh desert climate is critical to optimizing its energy efficiency. The optimal rotation of building in the desert southwest is between 13 and 15 degrees off of due east. The southwest facade takes the brunt of the afternoon sun and has minimally glazed areas to control the amount of internal heat gain. This adjustment also ensures that key spaces benefit from natural light, reducing energy consumption while minimizing excessive heat gain in outdoor areas. By strategically positioning the building, we can enhance occupant comfort and improve the building's overall sustainability, making it a more efficient and environmentally conscious design choice for the region's sun-drenched environment.

We offer this proposal for the consideration of Nye County. We consider the contents "proprietary information", which is to remain confidential between Nye County and The Korte Company.

### SITE ORIENTATION DIAGRAM 3.4

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# Section 4

## Project Masterplan and Phases

### Overall Project Description

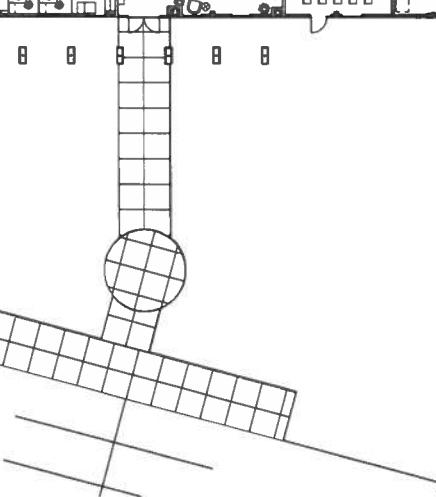
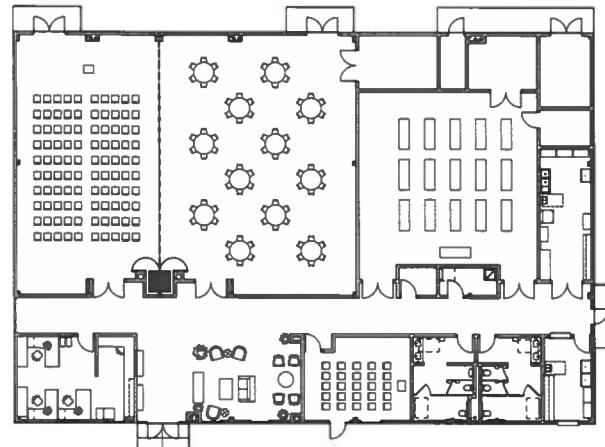
Option D was selected for its balanced approach to design, phasing, and future adaptability, aligning with both the community's immediate needs and long-term goals. The rectangular layout, centered around a single corridor, provides clear circulation while creating a welcoming entry courtyard and an outdoor event space to the south. To enhance energy efficiency and comfort, the building was strategically rotated to optimize solar orientation, ensuring daylight reaches key areas without overwhelming heat exposure—a key consideration for Pahrump's climate.

Each phase has been designed to minimize disruption to ongoing operations while allowing for logical, future growth.

- Phase 1 establishes the community center's core, including the lobby, multipurpose rooms, exercise spaces, and essential support areas.
- Phase 1A expands on this with an outdoor event space, ideal for community gatherings.
- Phase 2 introduces the senior center, initially constructed as a shell.
- Phase 2A: Senior Center full interior fit-out (meeting rooms, kitchen, and restrooms). This ensures flexibility in funding while providing key services to senior residents.
- Phase 3 adds racquetball courts to enhance recreational offerings.
- Phase 4 completes the project with a full gymnasium, locker rooms, and a commercial kitchen shell, and
- Phase 4A finalizes the commercial kitchen for large events, complete with all necessary equipment.

Overall, Option D's compact design and phased development plan not only meet the current programmatic needs but allow for seamless future expansion, ensuring long-term sustainability and adaptability. This option maximizes the site's potential while remaining mindful of budget constraints and community engagement.





FLOOR PLAN - PHASE 1

**PHASE 1 SCOPE:**

**CORE:** LOBBY, LOUNGE, RECEPTION DESK, OPEN OFFICE AREA, PUBLIC MEN'S AND WOMEN'S TOILETS, MULTIPURPOSE ROOM, EXERCISE / YOGA ROOM, AND A SMALL CATERING KITCHEN  
**SUPPORT AREAS:** ELECTRICAL ROOM, FIRE RISER, IT, JANITOR'S CLOSET, AND STORAGE ROOMS



**PHASE 1- CORE 4.1**

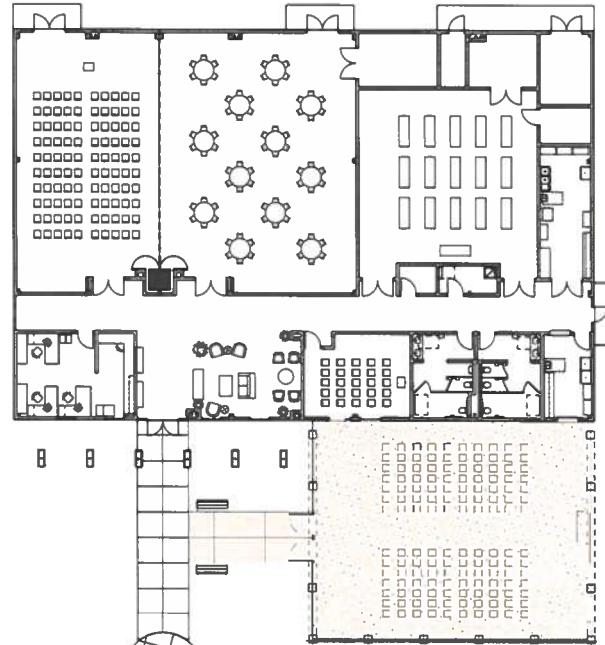
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FLOOR PLAN - PHASE 1A

**PHASE 1A SCOPE:**  
OUTDOOR EVENT SPACE AND THE EXTERIOR WALKWAY LEADING TO IT



OUTDOOR EVENT SPACE 4.2

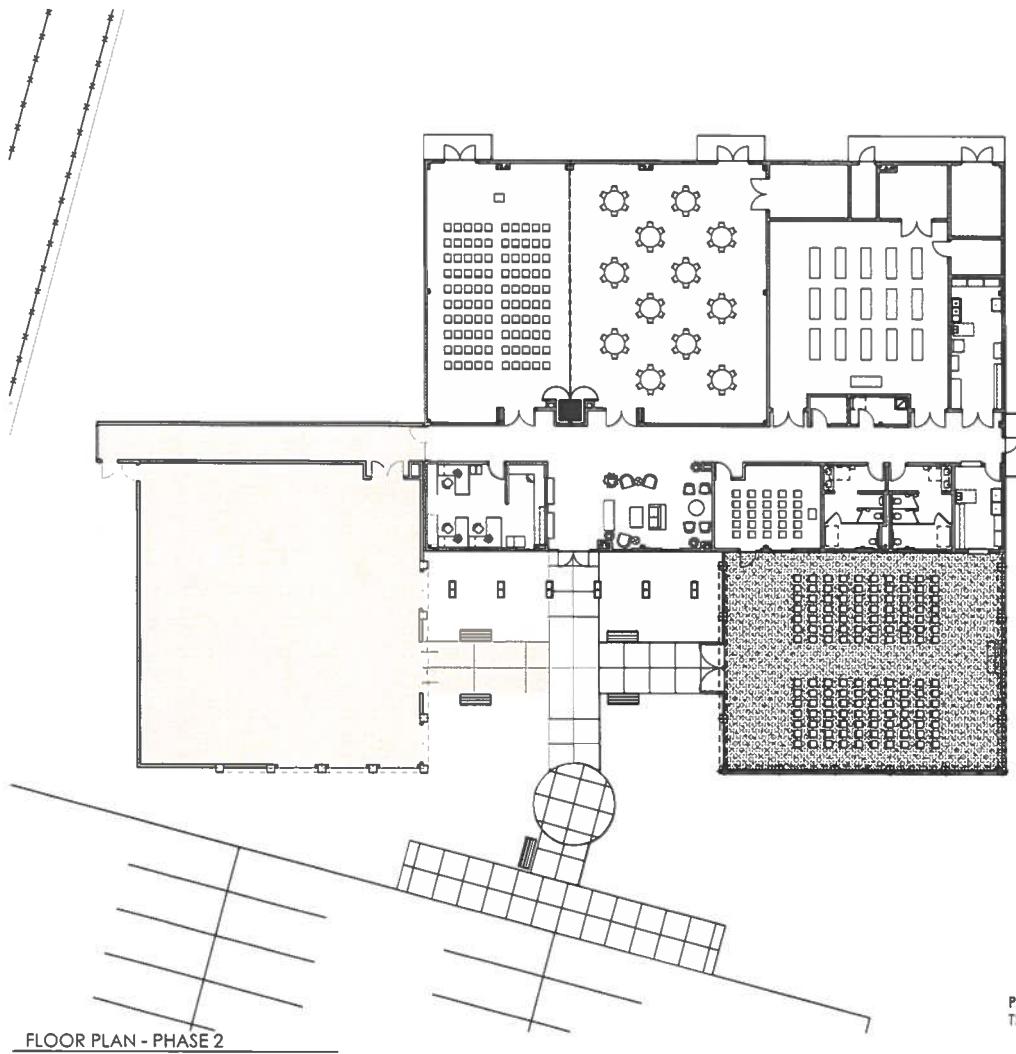
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**PHASE 2 SCOPE:**  
THE SENIOR CENTER SHELL AND THE EXTERIOR WALKWAY LEADING TO IT

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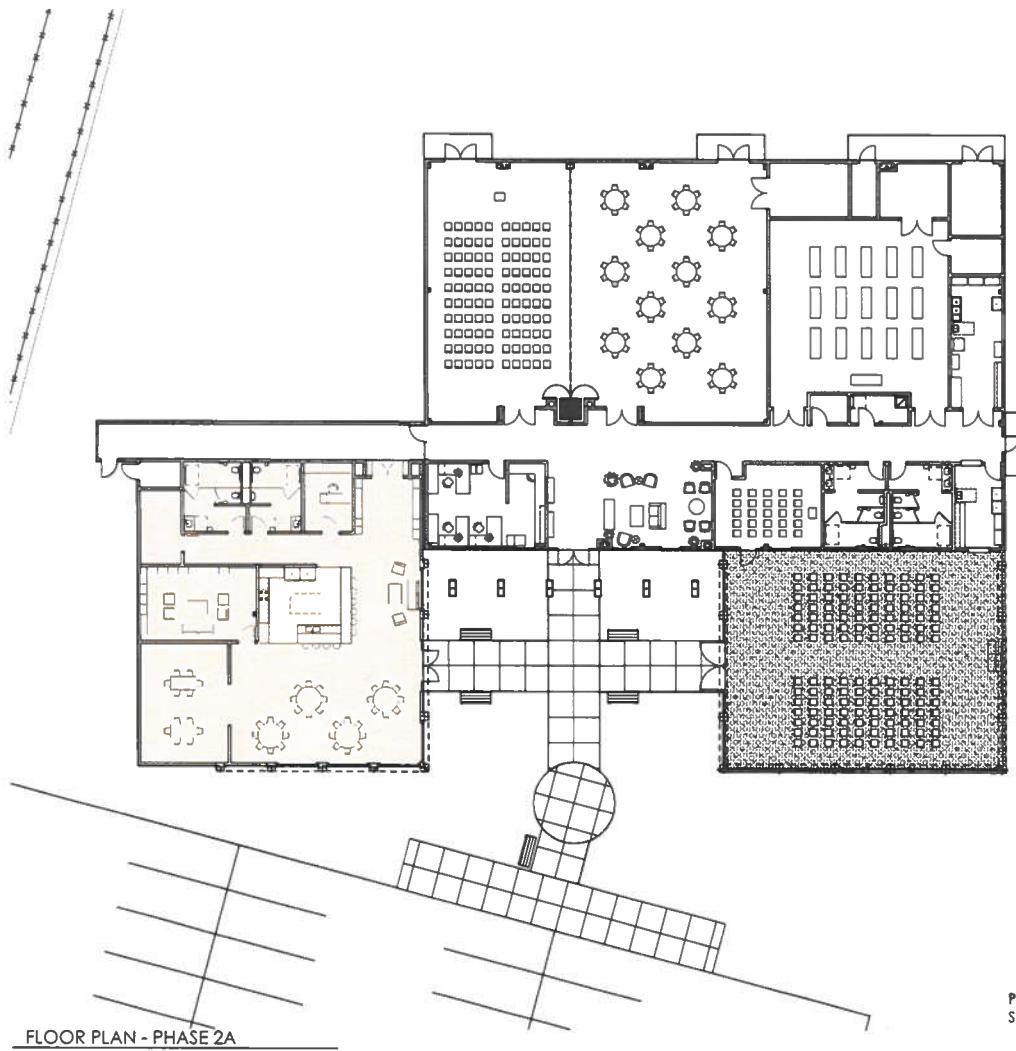
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**SENIOR CENTER SHELL 4.3**

OCTOBER 7, 2024



**PHASE 2A SCOPE:**  
SENIOR CENTER FIT-OUT: MEETING ROOMS, KITCHEN, OFFICE, MEN'S AND WOMEN'S TOILETS

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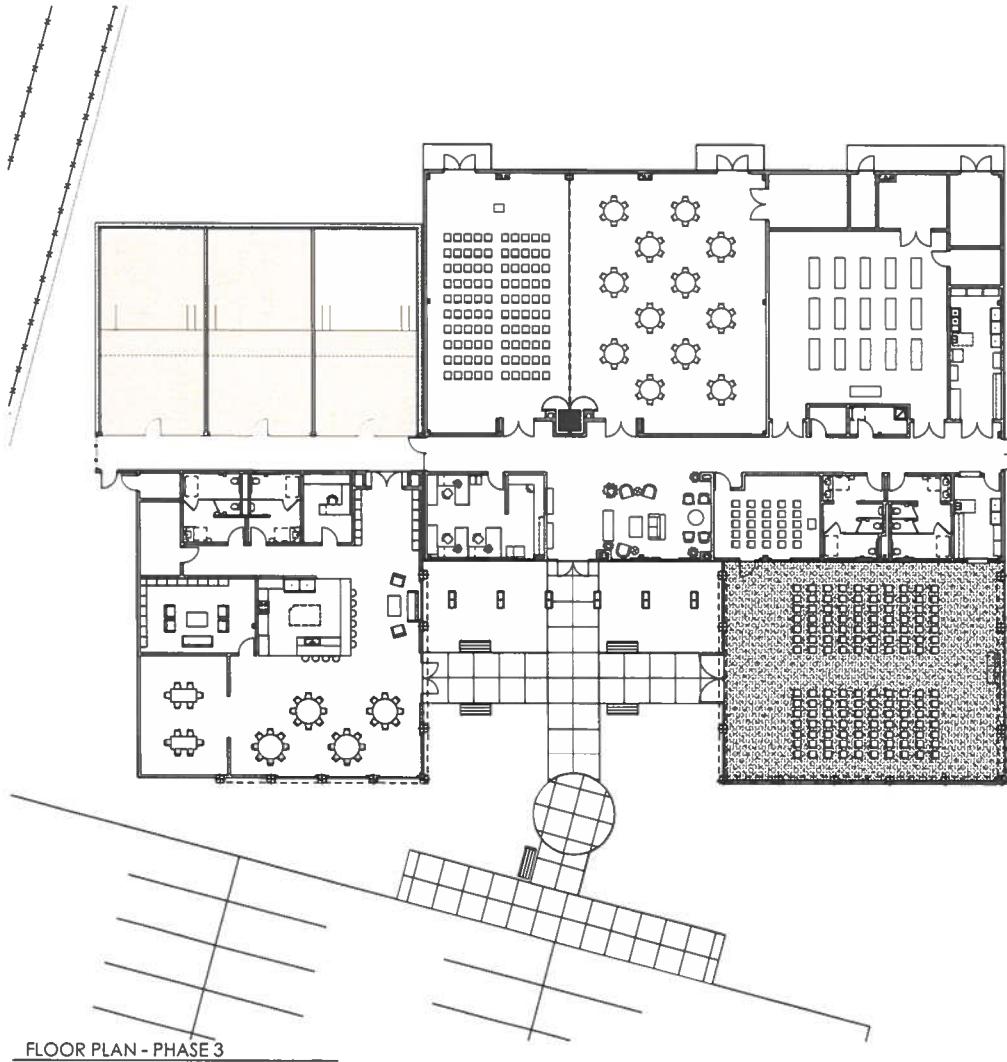
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**SENIOR CENTER FIT-OUT 4.4**

OCTOBER 7, 2024



FLOOR PLAN - PHASE 3

PHASE 3 SCOPE:  
THREE RACQUETBALL COURTS

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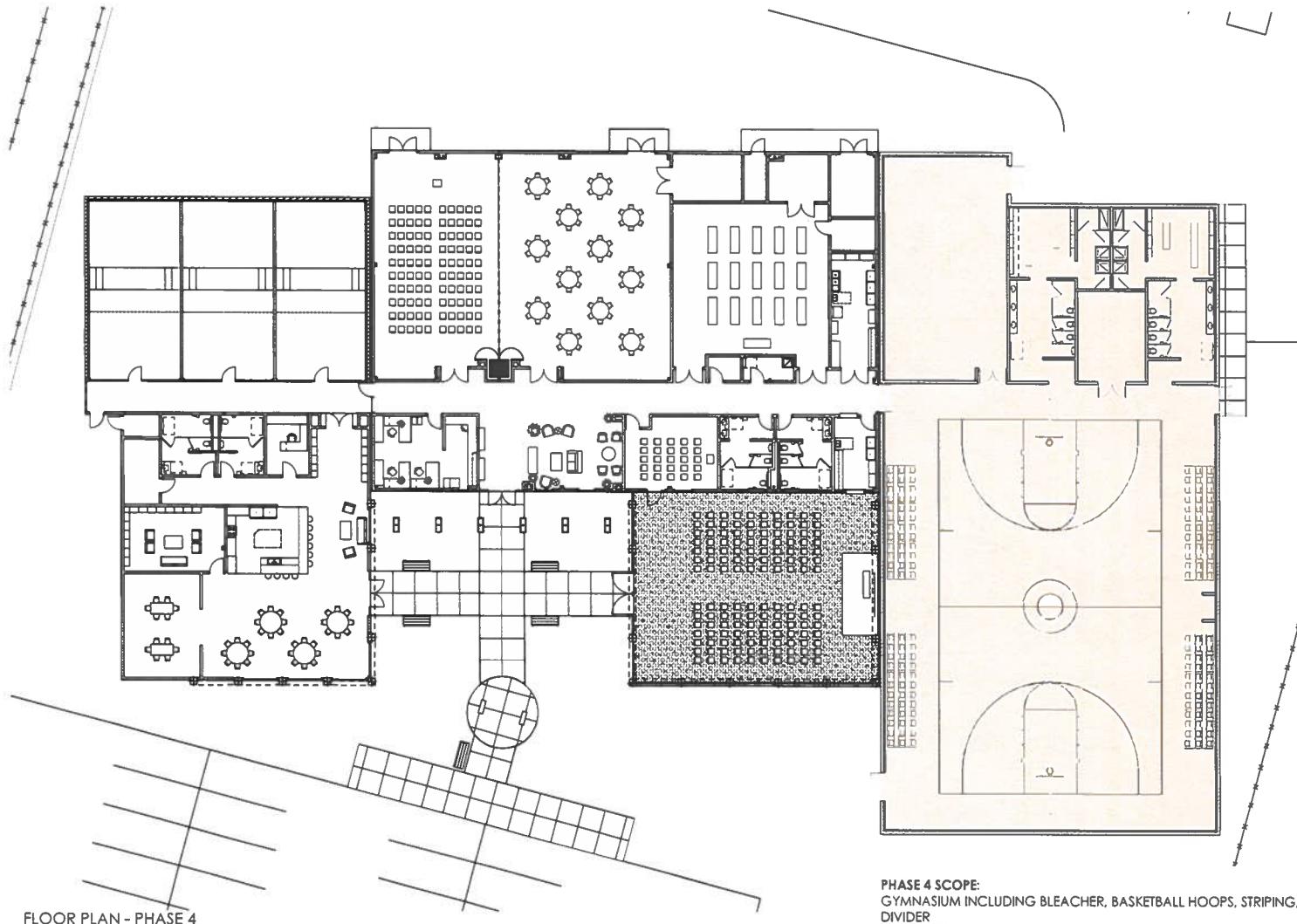
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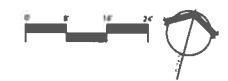
RACQUETBALL 4.5

OCTOBER 7, 2024



FLOOR PLAN - PHASE 4

**PHASE 4 SCOPE:**  
GYMNASIUM INCLUDING BLEACHER, BASKETBALL HOOPS, STRIPING, AND CURTAIN ROOM DIVIDER  
GYMNASIUM STORAGE  
MEN'S AND WOMEN'S TOILETS / LOCKER ROOMS  
COMMERCIAL KITCHEN SHELL



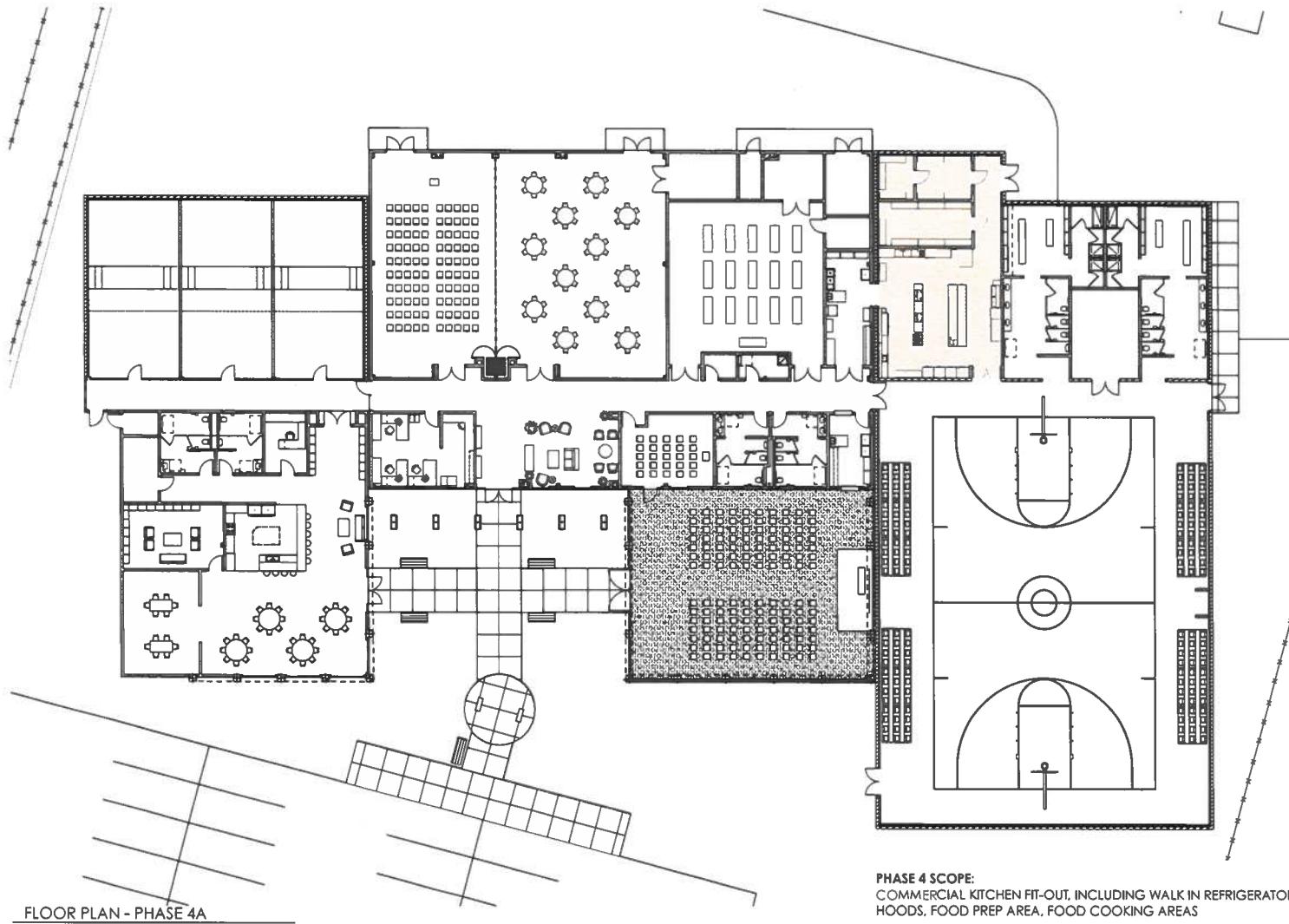
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OCTOBER 7, 2024



**aptus**

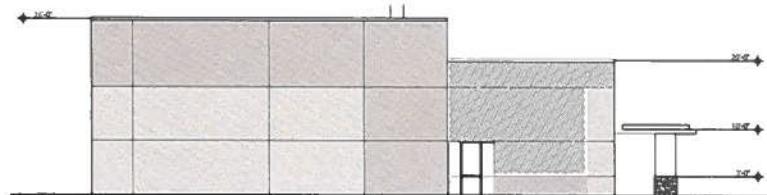
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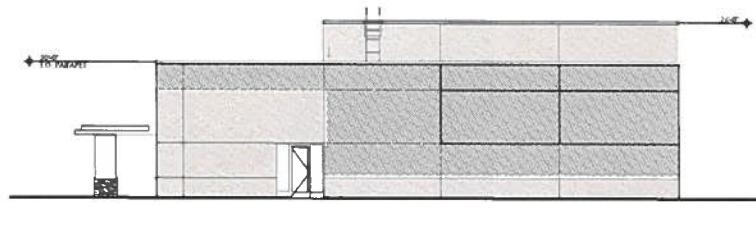


COMMERCIAL KITCHEN FIT-OUT 4.7

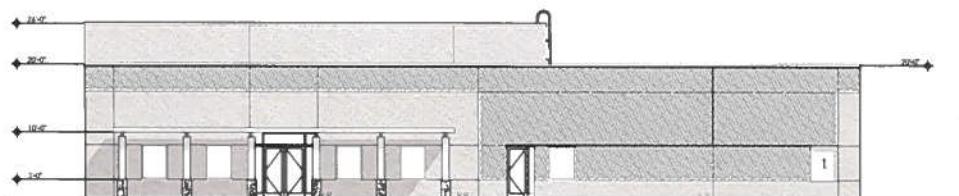
OCTOBER 7, 2024



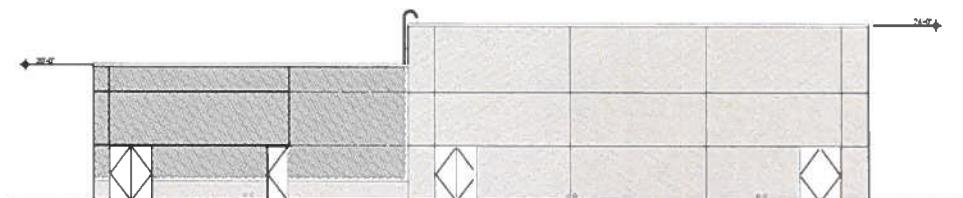
WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



aptus

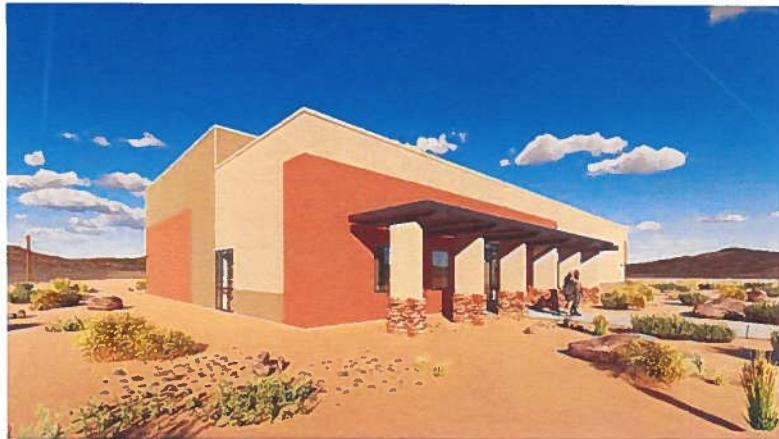
THE KORTE COMPANY

We offer this proposal for the consideration of Nye County. We consider the contents  
"proprietary information", which is to remain confidential between Nye County and The Korte Company.



PHASE 1- ELEVATIONS 4.10

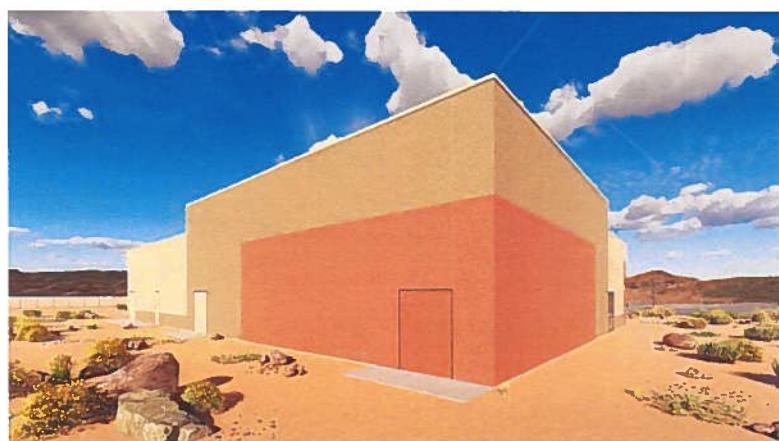
OCTOBER 7, 2024



SW CORNER



SE CORNER



NW CORNER



NE CORNER

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THE KORTE COMPANY

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PHASE 1- RENDERINGS 4.15

OCTOBER 7, 2024



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PHASE 1- RENDERINGS 4.16

OCTOBER 7, 2024



**aptus**

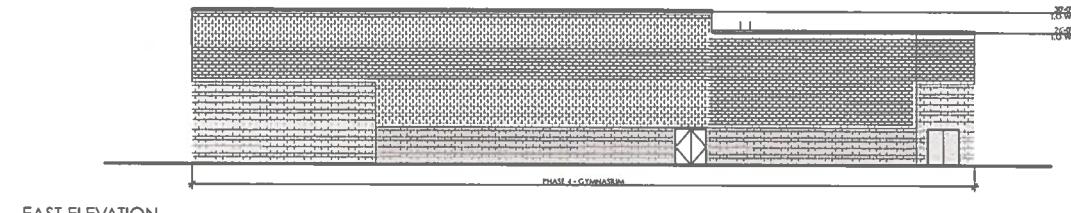
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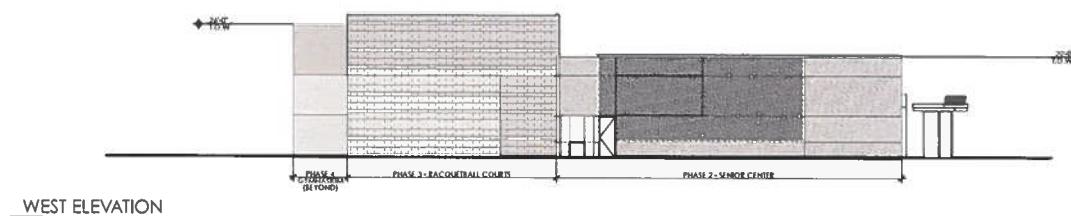


PHASE 1- RENDERINGS 4.17

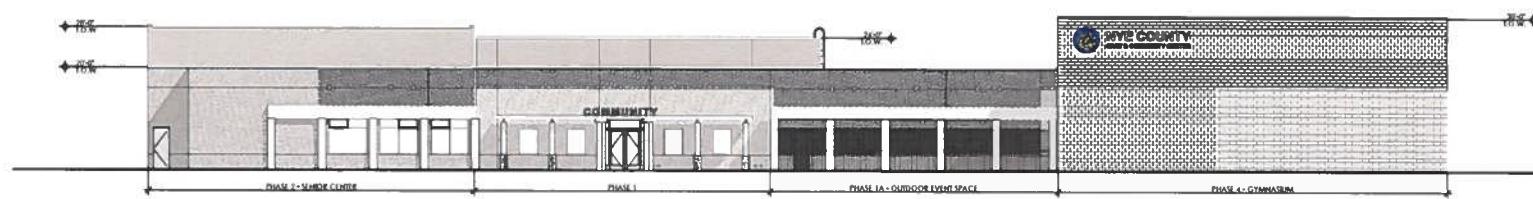
OCTOBER 7, 2024



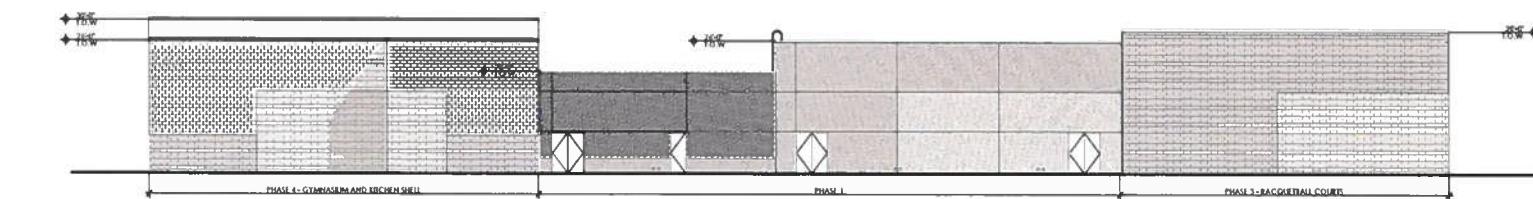
EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



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**aptus**

THE KORTE COMPANY

PHASE 4A - ELEVATIONS 4.20

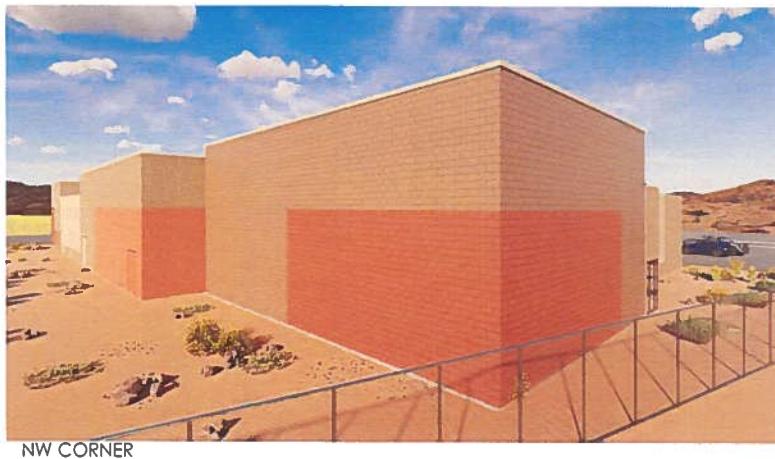
OCTOBER 7, 2024



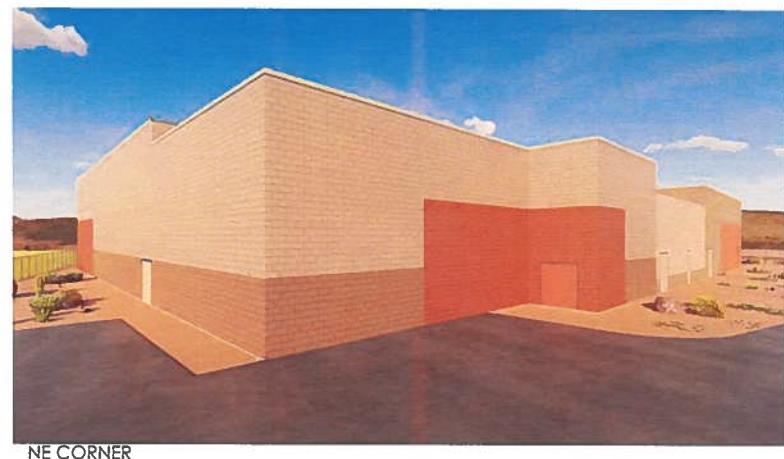
SW CORNER



SE CORNER



NW CORNER



NE CORNER





**aptus**

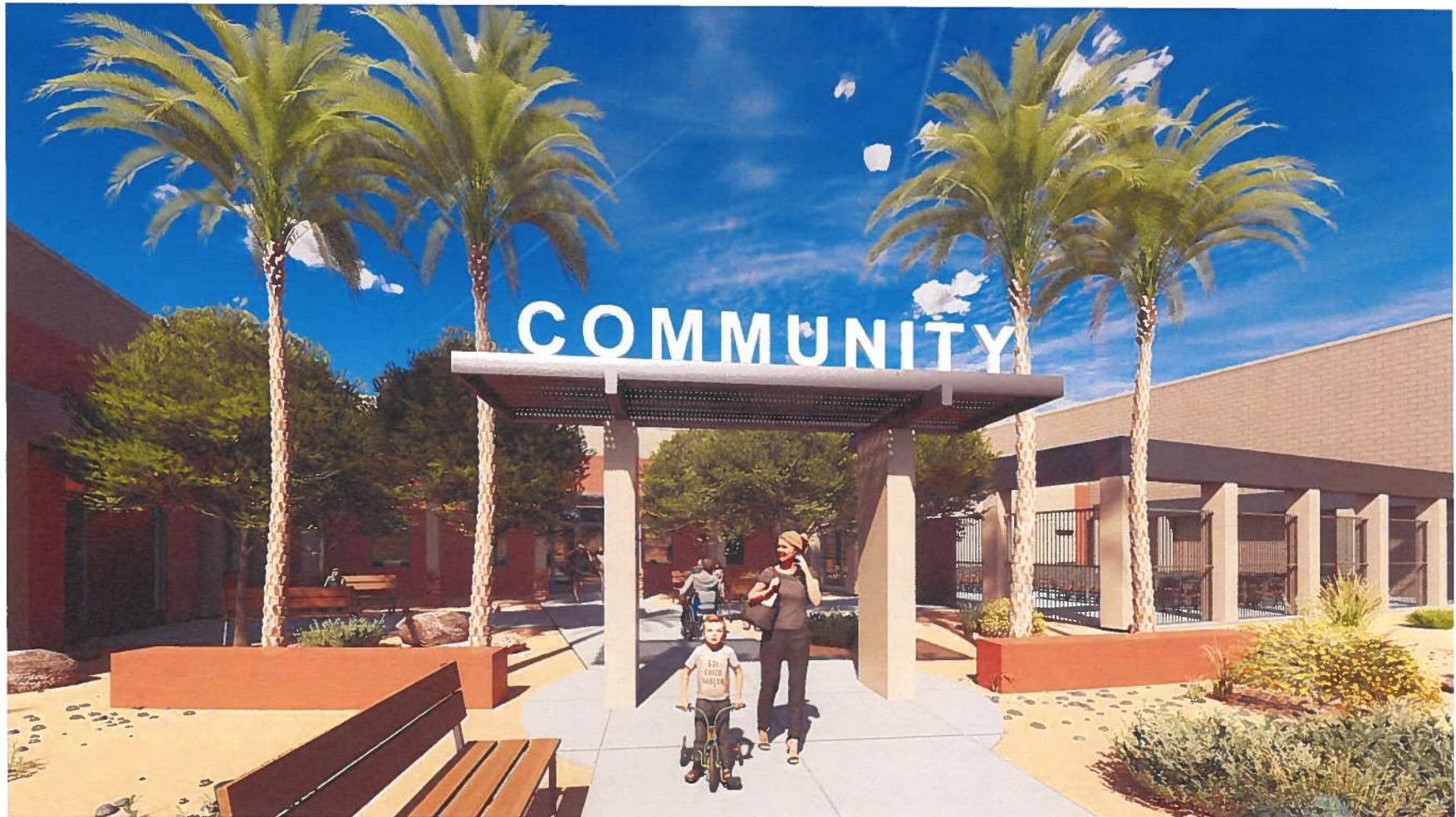
THE KORTE COMPANY

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PHASE 4A - RENDERINGS 4.26

OCTOBER 7, 2024



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RENDERS 4.27

OCTOBER 7, 2024

THE KORTE COMPANY

# Section 5

## Phase 1 Pricing Set

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PHASE 1 PRICING SET

OCTOBER 7, 2024



The first phase of development will include only a portion of the overall 'Future' building. The attached grading, water and sewer exhibits reflect the build out of the initial phase only. It is noted that the complete build out of the site has been considered with the initial grading and utility design.

#### Water

The site is intended to be serviced by utilizing water from the nearby well and reservoir located to the immediate south of the site. It will be serviced by bringing a line that will fill a reservoir tentatively planned to be built north of the new building. It can be metered just off the right of way to the south of the site if necessary. It is currently not known if the water authority of the recently built well is 'Nye County' or 'The Korte Company'. If the authority is 'The Korte Company', then a metering well will be necessary. A line from this reservoir will lead to a proposed pump house which will then both fire and domestic supplies. A fire line will lead to both hydrants and a fire room for firefighters in the new building. Smaller domestic pumps will lead to the building for domestic water as well as a landscaping line which will have a back flow preventer placed on the irrigation line.

The tank, pump and main line extensions will be used after the type of construction and current well site parameters are known.

#### Sewer

Sewer will be provided by a septic and leach field that is to be built by Nye County. It is assumed that the septic and leach field can be built to the northeast of the new building as shown on the attached diagram. The reservoir and pump house will be built in a suitable offset from the leach field in accordance with the Nevada Administrative Code.

#### Site Grading & Retention Walls

A preliminary grading plan has been developed by using existing topography that was obtained by a drone and photogrammetric software. As indicated on the attached exhibit, the floor height can be established on a pad of 8' (height). A 24" wide aggregate base roadway will be provided around the building to provide fire department access to the hydrants and to all portions of the building. The 24" wide road will be established in cut. Drivage will continue to the south.

Retaining walls will not be necessary.

#### Drainage

The site will follow its historic drainage pattern to the south. Existing condition flow directions will be measured with development of the site. Flow will continue to enter the existing parking lot to the immediate south of the proposed building.

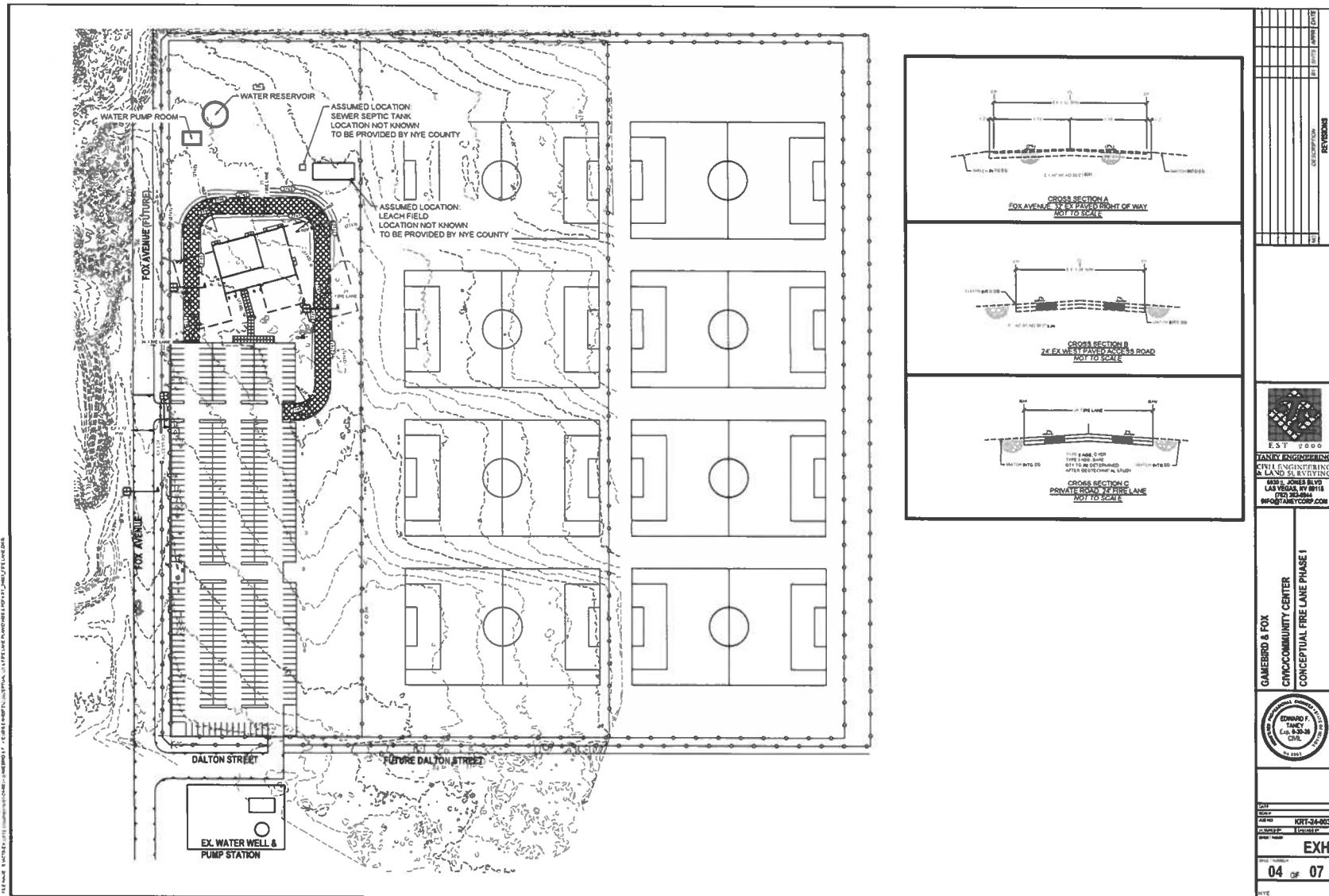
There is no need for onsite detention as existing condition flows will only be negligibly increased with development of the site.

MAN. & JONES PLLC LAS VEGAS, NEVADA 89119 (702) 363-0844 info@manandjones.com	
GAMERBIRD & FOX COMMUNITY CENTER CONCEPTUAL UTILITY PHASE I	
 EDWARD F. GAMERBIRD C.E.C. S.E. R.P.	
PLAT	EXH-1
FILED NO.	KORT-24-003
REVISION	0
SHEET NAME	EXH
MAP NUMBER	03 OF 07
NYE	

CONCEPTUAL PHASE 1  
UTILITY PLAN CO03

OCTOBER 7, 2024



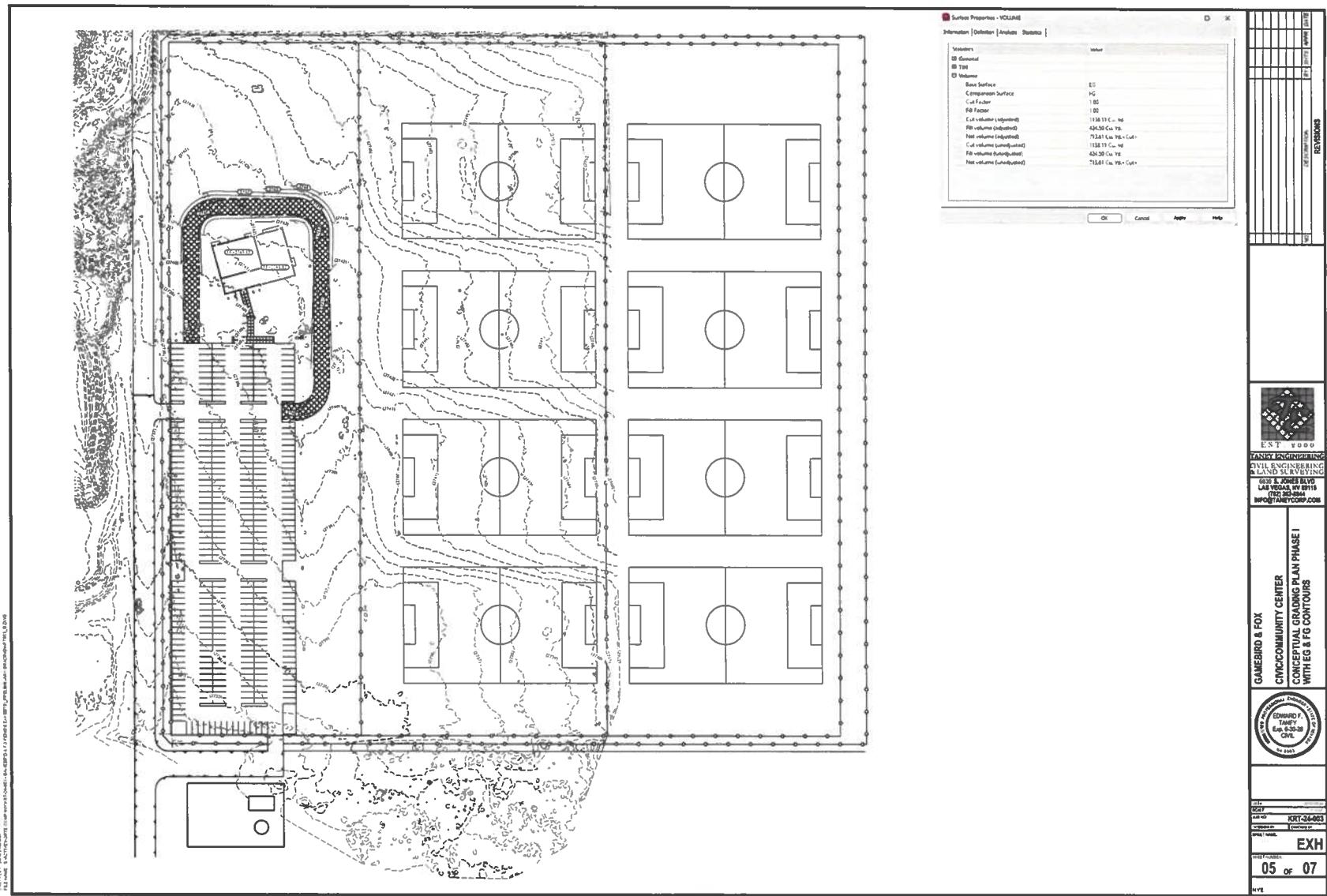


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CONCEPTUAL PHASE 1  
FIRE LANE PLAN C004

OCTOBER 7, 2024



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CONCEPTUAL PHASE 1  
GRADING PLAN W/ EG & FG CONTOURS C005

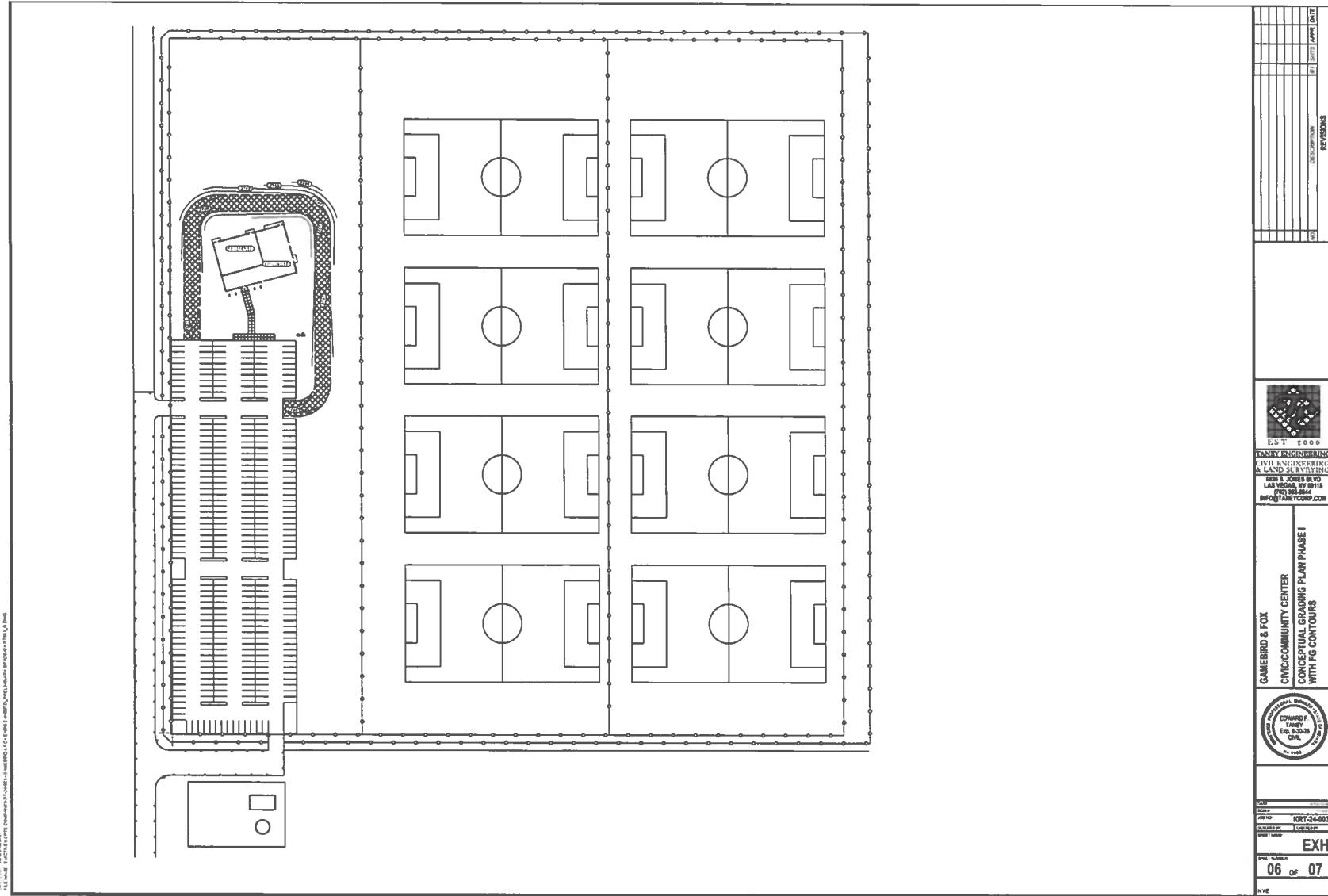
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OCTOBER 7, 2024



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THE KORTE COMPANY



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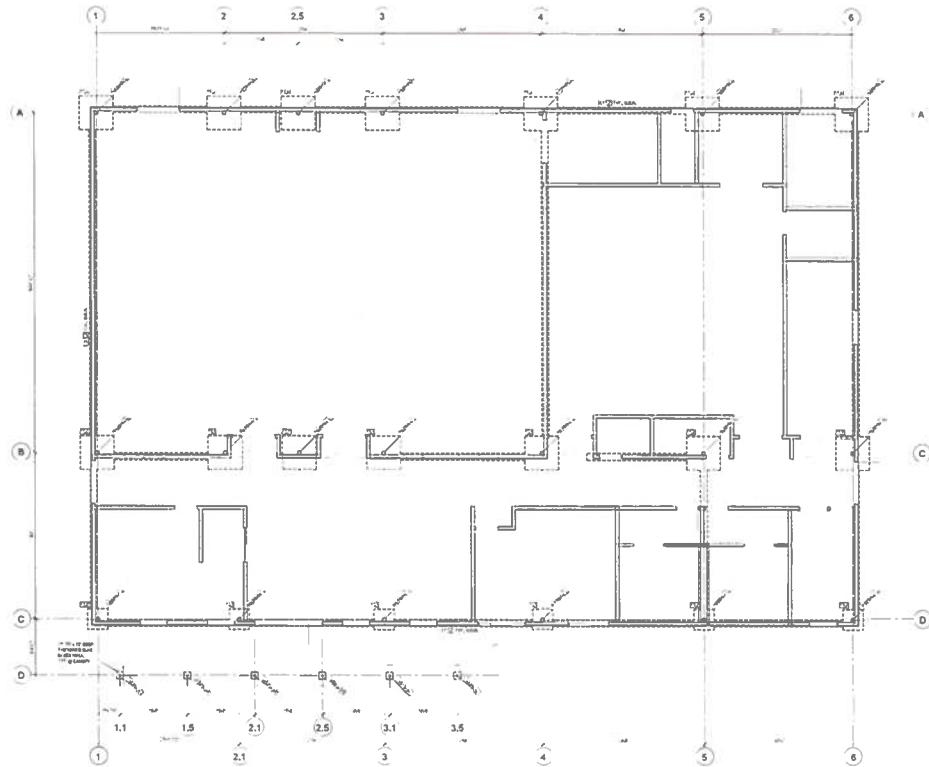
CONCEPTUAL PHASE 1  
GRADING PLAN W/ FG CONTOURS C006

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OCTOBER 7, 2024



THE KORTE COMPANY



### Plan Notes

### Plan Legend

INNOVA  
TECHNOLOGIES

PROJECT NAME: APTUS - NYE CIVIC COMMUNITY CENTER D-B

Project No.: P124-059

DATE: 09/11/2026 SHEET NO.: 10

In the first phase of construction, the roof framing system consists of steel decks supported on steel joists and steel girders. The joists slope from a center ridge toward the front and back. The roof framing system is supported by HSS (Hollow Structural Sections) columns. The lateral system consists of OSB (Oriented Strand Board) plywood sheathing on light gauge steel stud walls, which are clipped to the steel beams and girders. The exterior walls balloon past the roof to form parapets. Columns are supported on concrete spread footings.

In the second phase of construction, a new office & meeting room will be added to the southwest of the first phase. The roof framing system for this new building consists of steel decks supported on steel beams and girders. The roof framing system is supported by HSS columns. The lateral system consists of OSB plywood sheathing on light gauge steel stud walls, which are clipped to the steel beams and girders. The exterior walls balloon past the roof to form parapets. Columns are supported on concrete spread footings.

In the third phase of construction, 3 racquetball courts will be added. The roof framing system consists of steel decks supported on joists and the overall system is supported by stud walls. The lateral system consists of OSB plywood sheathing on light gauge steel stud walls. The exterior walls extend past the roof to form parapets.

During the final construction phase (Phase 4), a gym court along with kitchen and locker rooms will be added. In the gym court, the roof framing system consists of steel decks supported by steel joists and masonry walls. The lateral system consists of masonry walls that surround the court. The masonry walls are supported by concrete spread footings. For the kitchen and locker room, the roof framing system consists of steel deck supported by steel beams/joists and girders. The roof framing system for this area is supported by HSS columns. The lateral system consists of OSB plywood sheathing on light gauge steel stud walls, which are clipped to the steel beams and girders. The exterior walls balloon past the roof to form parapets. Columns are supported on concrete spread footings.

INNOVA  
aptus

THE KORTE COMPANY

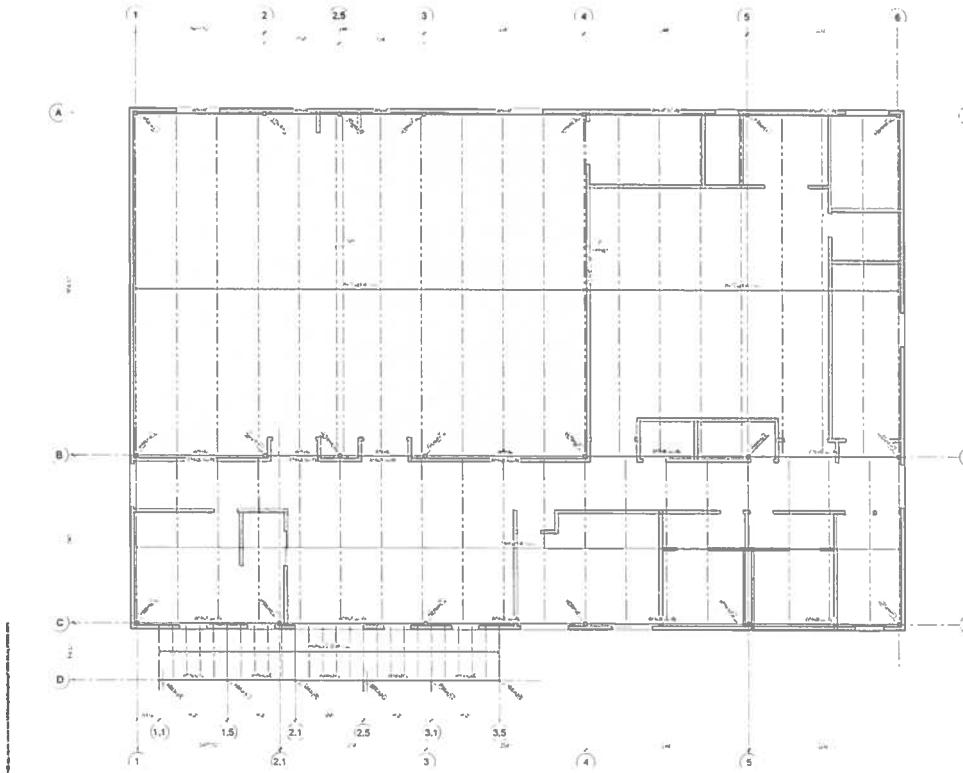
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FOUNDATION PLAN S101

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OCTOBER 7, 2024



### Plan Legend



INNOVA  
aptus

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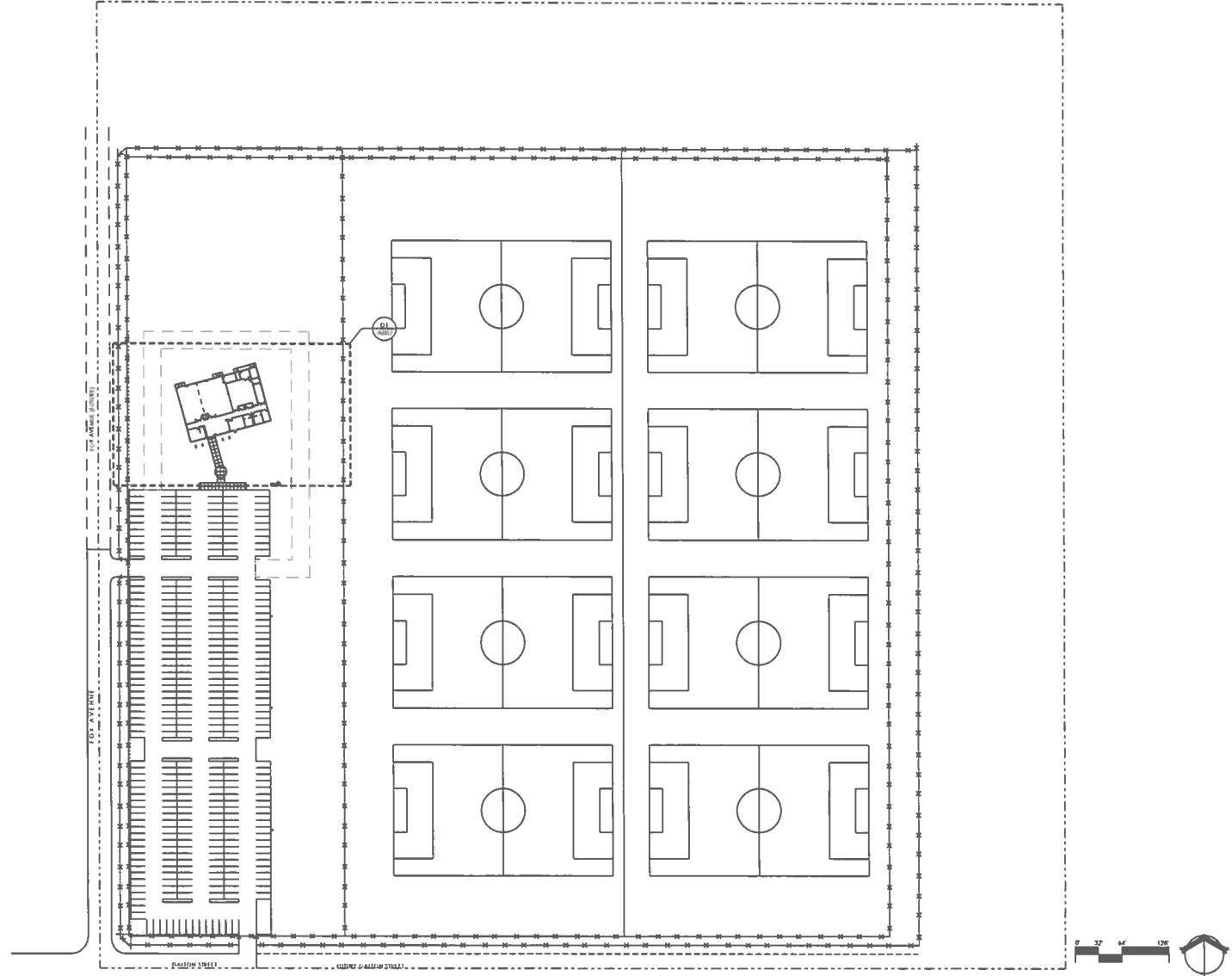
THE KORTE COMPANY

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## ROOF FRAMING PLAN S131

OCTOBER 7, 2024



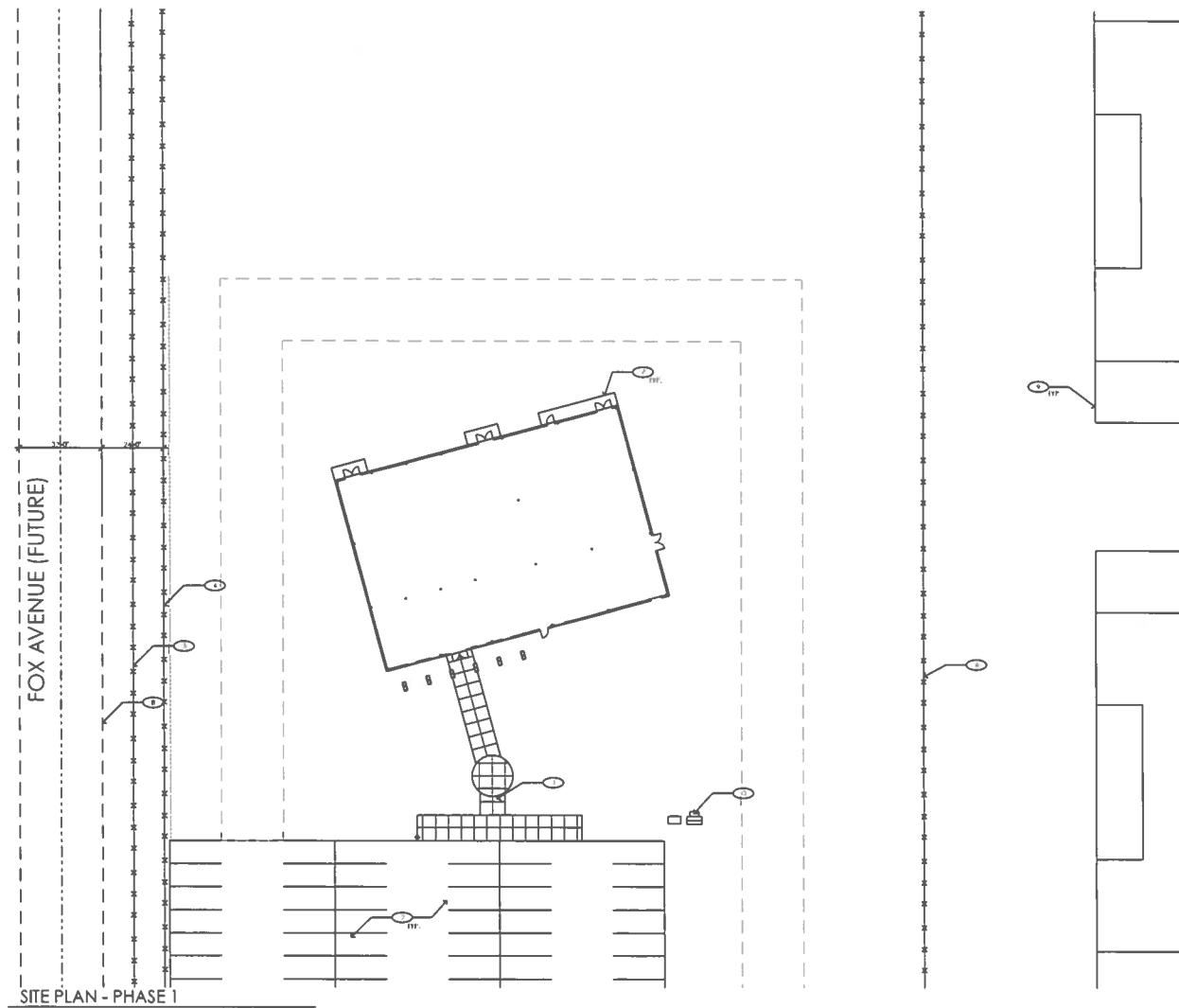
aptus

THE KORTE COMPANY

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OCTOBER 7, 2024



**aptus**

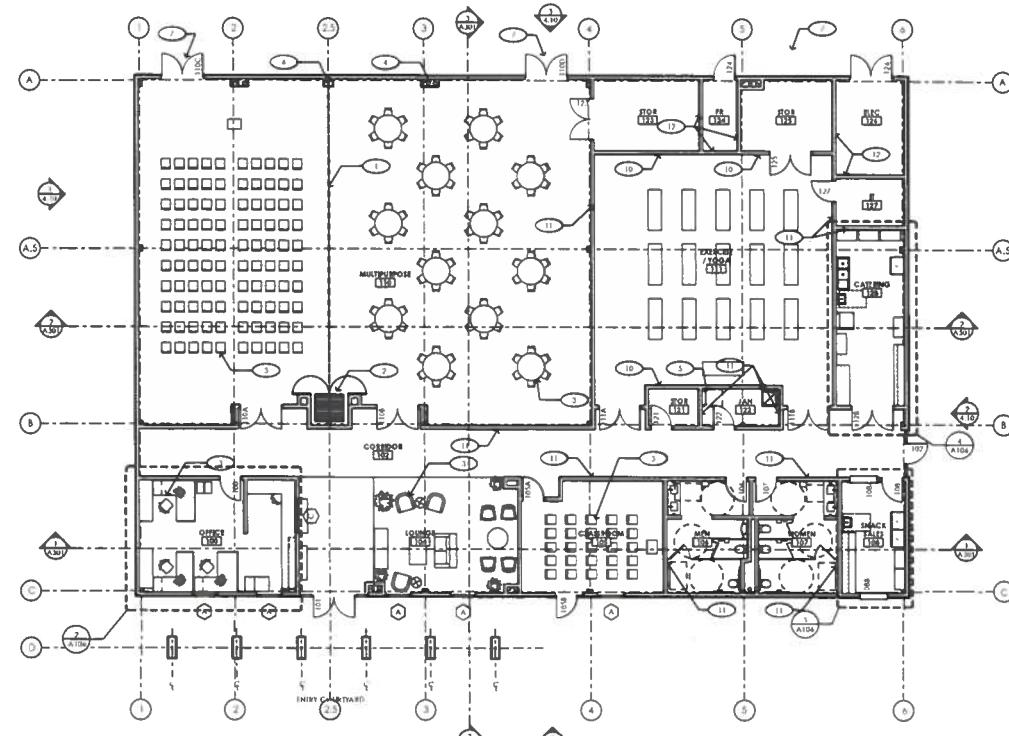
THE KORTE COMPANY

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**ENLARGED SITE PLAN A002**

OCTOBER 7, 2024



FLOOR PLAN

**KEYED NOTES**

NOT ALL KEYED NOTES MAY APPLY TO SHEET

- 1 OPERABLE PARTITION - SEE MATERIAL AND FINISH LEGEND FOR SPECIFICATIONS
- 2 OPERABLE PARTITION INCLOSURE
- 3 FURNITURE SHOWN FOR REFERENCE
- 4 DRAINS FROM ROOF
- 5 LADDER TO ROOF HATCH
- 6 COLUMN - SEE STRUCTURAL
- 7 CONCRETE SIDEWALK - RECOMM FINISH
- 8 SFR W/ K-EAT WALL SHOCK-OUT PANEL FOR CONNECTION TO LATER PHASE
- 9 GTP BD FRAMED WALL TO C ABOVE CLG
- 10 GTP BD FRAMED WALL TO ROOF DECK ABOVE - UNRATED
- 11 GTP BD FRAMED WALL TO ROOF DECK ABOVE - 1 HOUR RATED
- 12 GTP BD FRAMED WALL TO ROOF DECK ABOVE - 1 HOUR RATED

**PROJECT AREA SUMMARY**

ZONE	ROOM	AREA
100	OFFICE	364
101	LOBBY	76
102	CONFERENCE	923
104	LOUNGE	364
105	CATERING	73
106	MEN	110
107	WOMEN	154
108	SANITARIES	17
110	MULTIPURPOSE	3,215
111	LOUNGE / YOGA	1,221
121	KITCHEN	100
122	JAN	62
123	SHR	163
125	STOR	21
126	LLC	160
128	CATERING	279
	<b>TOTAL NET SF</b>	<b>3,764 SF</b>
	<b>TOTAL GROSS SF</b>	<b>8,762 SF</b>



**FLOOR PLAN A101**

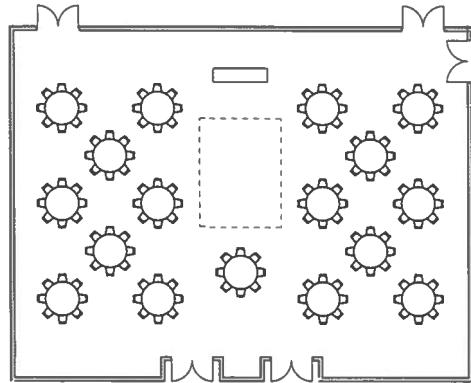
**aptus**

THE KORTE COMPANY

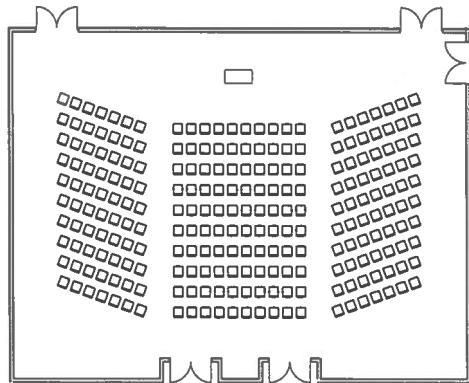
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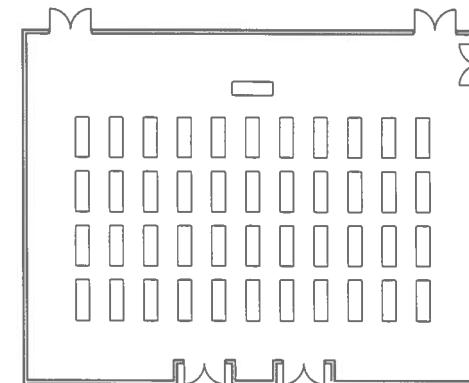
OCTOBER 7, 2024



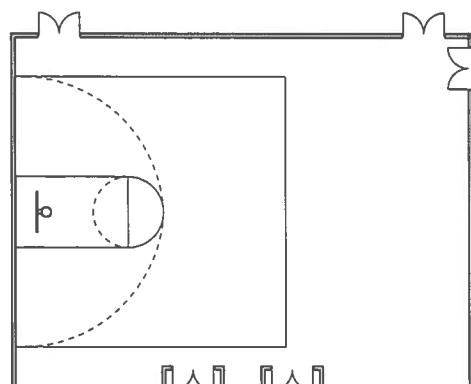
BANQUET



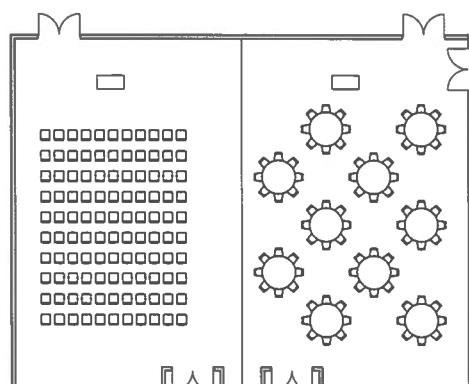
LECTURE



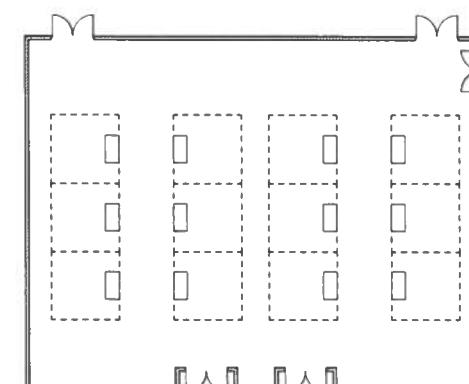
SEMINAR / EXAM



HALF COURT BASKETBALL

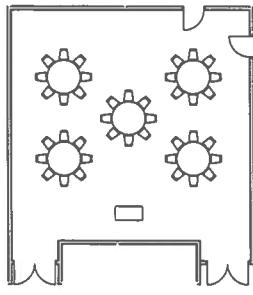
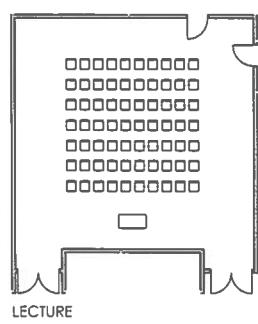
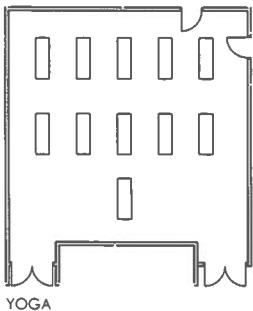


LECTURE AND BANQUET

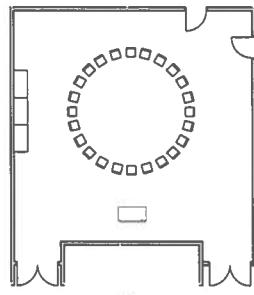
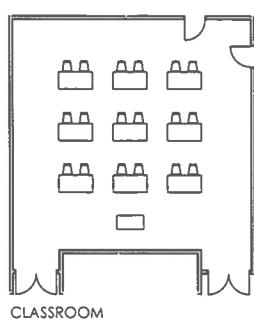
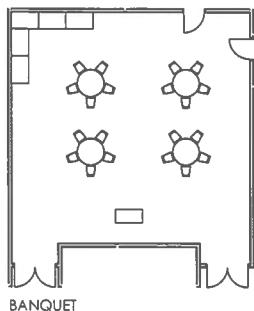


JOB FAIR / EXHIBITION





MEETING / EXERCISE



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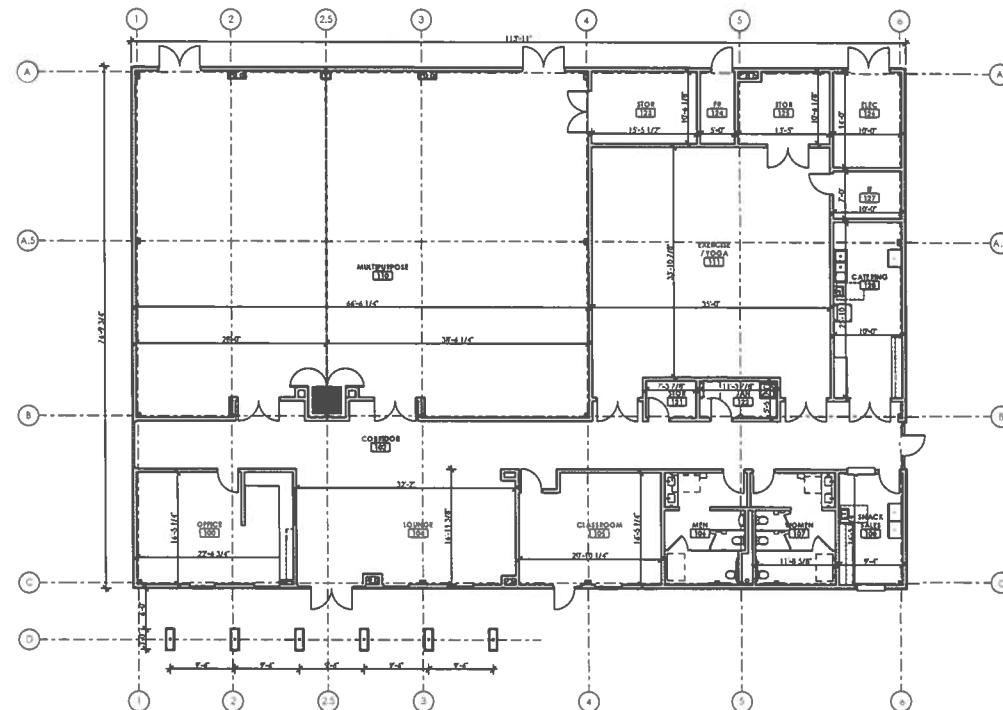
MEETING/EXERCISE AND CLASSROOM TEST FITS A103



OCTOBER 7, 2024

**aptus**

THE KORTE COMPANY



DIMENSION PLAN

PROJECT AREA SUMMARY

ZONE	ROOM	AREA
101	LOBBY	152
102	CORRIDOR	943
103	LOBBY	152
105	CLASSROOM	317
106	MEN	160
107	WOMEN	154
108	SNACK & SALES	124
110	MAIN ENTRANCE	3213
111	EXERCISE LOGO	1220
121	STAIR	67
122	STAIR	24
123	STAIR	10
124	STAIR	53
125	STAIR	121
126	STAIR	114
127	STAIR	26
201	CATERING	174
	<b>TOTAL INC SF</b>	<b>13414</b>
	<b>TOTAL GROSS SF</b>	<b>7502</b>



DIMENSION PLAN A104

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THE KORTE COMPANY

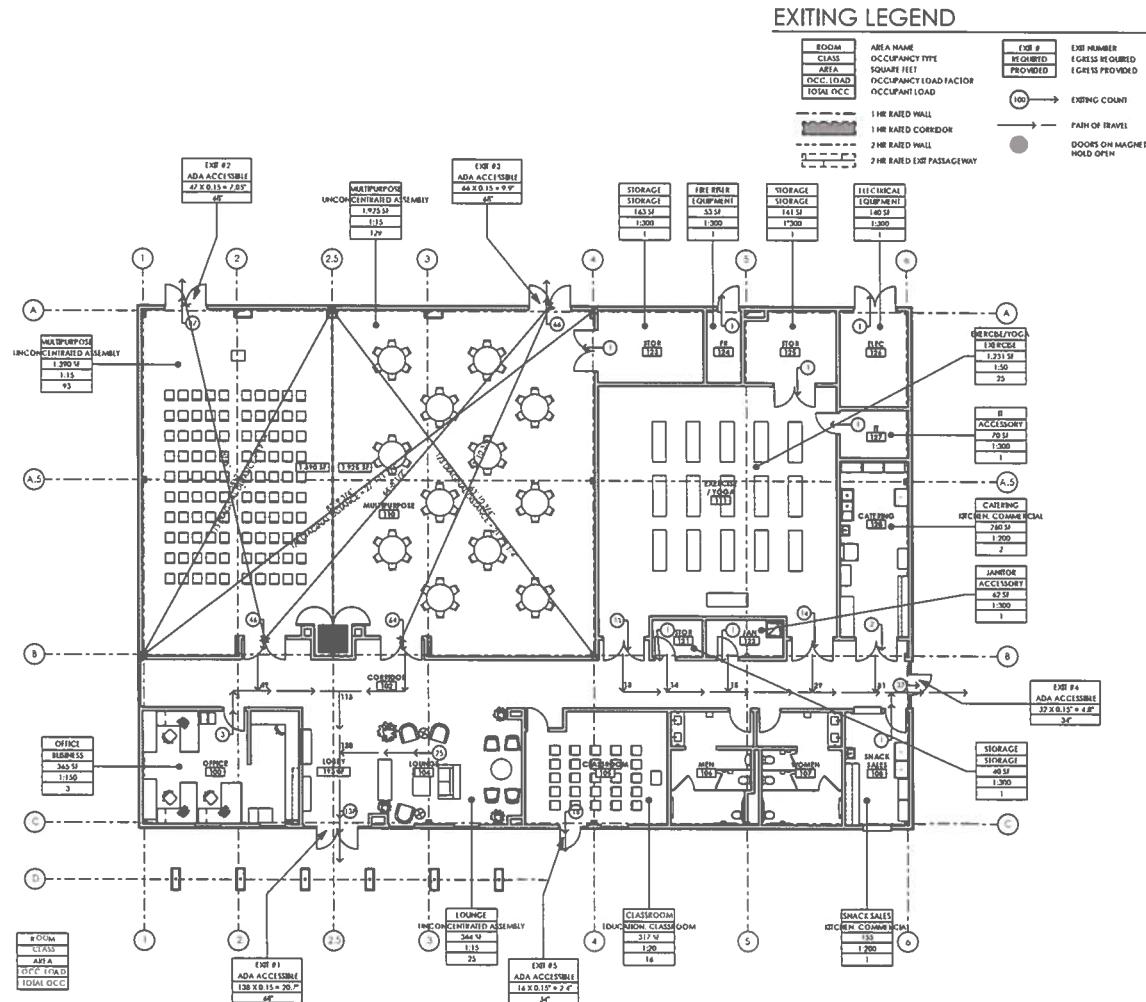
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OCTOBER 7, 2024

## CODE ANALYSIS & EXITING PLAN

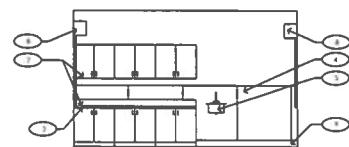
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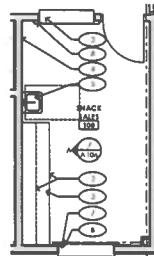
## CODE ANALYSIS

DESCRIPTION		HHT COUNTY	
APN		02/7/4101	
1) CODE YEAR / TYPE			
<ul style="list-style-type: none"> <li>- 2016 INTERNATIONAL BUILDING CODE</li> <li>- 2016 INTERNATIONAL PLUMBING CODE</li> <li>- 2016 INTERNATIONAL FIRE CODE</li> <li>- 2016 INTERNATIONAL ENERGY CONSERVATION CODE</li> <li>- 2016 INTERNATIONAL MECHANICAL CODE</li> <li>- 2016 INTERNATIONAL PROPERTY MAINTENANCE CODE</li> <li>- 2016 INTERNATIONAL SWIMMING POOL AND SPA CODE</li> <li>- 2017 NATIONAL ELECTRIC CODE</li> <li>- 2018 INTERNATIONAL FIRE CODE</li> <li>- ANSI/IRC A117.1-2009 &amp; 2010 ADA</li> </ul>			
DEVELOPMENT CODE: HTE CITY, CITY OF PARISBURG, TITLE 20			
2) OCCUPANCY CLASSIFICATION (IBC chapter 3)		B- TRAINING AND SKILL DEVELOPMENT AT COMMUNITY AND LECTURE HALLS	
3) TYPE OF CONSTRUCTION (IBC chapter 4)			
V-4			
4) IRS SPRINKLERS (IBC 1043.103.3)		YES	
5) IRS ALARMS (IBC 902)		YES	
6) ALLOWABLE HEIGHT (IBC 503.504, table 504-3J)		40	
ACRML HEIGHT		24	
7) ALLOWABLE STORES (Table 504-4)		1 STORY	
ACRML STORES		1 STORY	
8) ALLOWABLE AREA (IBC 503.504.507, table 504-2)		2,100 SF	
ACTUAL AREA (ENTER BLDG/INC)		2,100 SF	
9) OCCUPANT LOAD (IBC 1044, table 1044-3J)		3,679 SF @ 1.15 HLT = 247 OCC	
UNCONCENTRATED ASSESSMENT		3,679 SF @ 1.15 GROSS = 3 OCC	
OFFICES		133 SF @ 1.15 HLT = 1 OCC	
KITCHEN, COMMERCIAL*		415 SF @ 1.20 HLT = 1 OCC	
STORAGES		334 SF @ 1.20 GROSS = 3 OCC	
ACCESSORY EQUIPMENT		133 SF @ 1.20 HLT = 1 OCC	
EQUIPMENT		193 SF @ 1.20 GROSS = 2 OCC	
NOT CALCULATED		133 SF @ 1.20 HLT = 1 OCC	
UNCOUPLED TOILETS, EXTERIOR WALLS, ETC.		6,674 SF	
		TOTAL OCCUPANTS = 362 OCC	
10) NUMBER OF EOTS (IBC 1044, 1004)			
EOTS REQUIRED		2	
EOTS PROVIDED		5	
ACCESSIBLE EOTS REQUIRED		2	
ACCESSIBLE EOTS PROVIDED		5	
EOTS WIDTH REQUIRED (IBC 1003.3-2)		203 OCC @ 0.2 = 40.6"	
EOTS WIDTH PROVIDED		27'	
ALLOWABLE TRAVEL DISTANCE (IBC table 1017.3)		250' HABITABLE	
LONGEST TRAVEL DISTANCE		500'	
11) FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDINGS (IBC 407.1 and table 401)			
STRUCTURAL FRAME			
BEARING WALLS:		0 HOUR RATED	
INTER EOT		0 HOUR RATED	
EXTE EOT		0 HOUR RATED	
NON-BEARING WALLS:			
INTER EOT		0 HOUR RATED	
EXTE EOT		0 HOUR RATED	
FLOOR CONSTRUCTION		0 HOUR RATED	
ROOF CONSTRUCTION		0 HOUR RATED	
12) FIRE RESISTANCE FOR EXTERIOR WALLS DUE TO LOCATION OR PROPERTY (IBC table 402)			
INTER EOT			
WEST		0 HOUR RATED	
EAST		>30' 0 HOUR RATED	
SOUTH		>30' 0 HOUR RATED	
NORTH		>30' 0 HOUR RATED	
13) SPACES REQUIRING FIRE RESISTANCE RATED SEPARATION (IBC 420, 509, 704, 707, 708, FOR 711, 1020.1, 1024, 2008)			
(BE) RSRM (R) - 1 HOUR RATED			
14) HOM SEPARATED OR SEPARATED USES WITH REQUIRED CALCULATIONS (IBC 503.3 & 504, 4 table 504-8)			
HOM SEPARATED MODE USE (A-3 AND B)			
15) ROOF COVERING MATERIAL CLASS (Table 1505.1)			
ALLOWABLE		C	
ACTUAL		A	
16) REQUIRED PLUMBING FIXTURES (IBC 2902 and Table 2902-1)			
(A) 1-15 = 3.700 = 8.825 OCC		W/C - WOMEN	
(B) 1-15 = 1.400 = 1 OCC		M/C - MEN	
(A) 1-30 = 1.960 = 32 OCC		(B) 1-30 = 0.640 = 0 OCC	
(B) 1-30 = 0.15 = 3 OCC		(A) 1-30 = 0.16 = 2 OCC	
(B) 1-30 = 0.73 = 3 OCC		(B) 1-30 = 0.216 = 2 OCC	
TOTAL = 1.4 = 2 REQUIRED		TOTAL = 4.4 = 3 REQUIRED	
17) HAB AND HYDRANT			
(B) 1-25 / 3 = 0.12		(B) 1-25 / 3 = 0.12	
(B) 1-25 / 3 = 0.14		(B) 1-25 / 3 = 0.14	
(A) 1-25 / 10 = 0.12		(A) 1-25 / 10 = 0.12	
TOTAL = 1.4 = 2 REQUIRED		TOTAL = 4.4 = 3 REQUIRED	
18) HAB AND HYDRANT			
(B) 1-25 / 3 = 0.08		(B) 1-25 / 3 = 0.08	
(B) 1-25 / 3 = 0.14		(B) 1-25 / 3 = 0.14	
(A) 1-25 / 10 = 0.07		(A) 1-25 / 10 = 0.07	
TOTAL = 0.94 = 1 M/F BLDG		TOTAL = 0.94 = 1 M/F BLDG	
TOTAL:			
NEW:		2	
W/O NEW:		3	
ACRML:		1	
DRAINING FOUNDATIONS:		2	
SERVING STREETS:		1	
EVTN:		1	

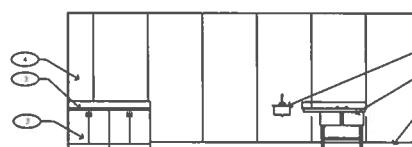
EXITING CODE PLAN A105



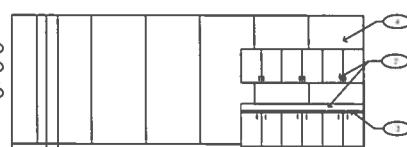
7 SNACK SALES  
SCALE 1/4" = 1'-0"



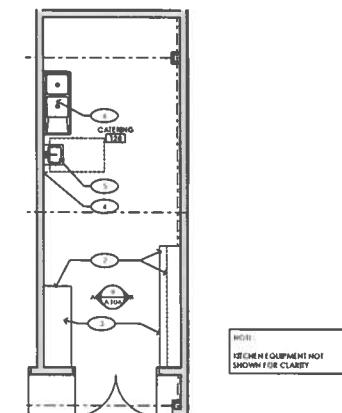
3 ENLARGED SNACK SALES  
SCALE 1/4" = 1'-0"



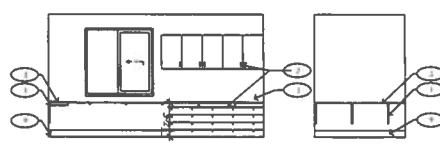
9 CATERING KITCHEN  
SCALE 1/4" = 1'-0"



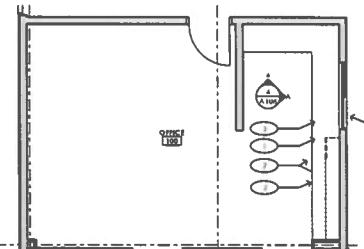
B



4 ENLARGED CATERING PLAN  
SCALE 1/4" = 1'-0"



6 RECEPTION  
SCALE 1/4" = 1'-0"



2 ENLARGED RECEPTION PLAN  
SCALE 1/4" = 1'-0"

#### KEYED NOTES

- 1 CONCEALED COUNTER TOP BRACKETS AT 32" O.C.
- 2 CAVITY WORK HERE ACCESSIBLE BAR PULLS. SEE FINISH LEGEND FOR FINISH SELECTIONS.
- 3 SOLID SURFACE COUNTERTOP/WORKTOP.
- 4 RIGID SHEET WALL PANELS. SEE FINISH LEGEND.
- 5 HAND SINK.
- 6 3-COMPARTMENT SINK.
- 7 STAINLESS STEEL COUNTERTOP. SEE FINISH LEGEND.
- 8 OVERHEAD DOOR.
- 9 WALL BASE. SEE FINISH LEGEND & SCHEDULE.

END



**aptus**

THE KORTE COMPANY

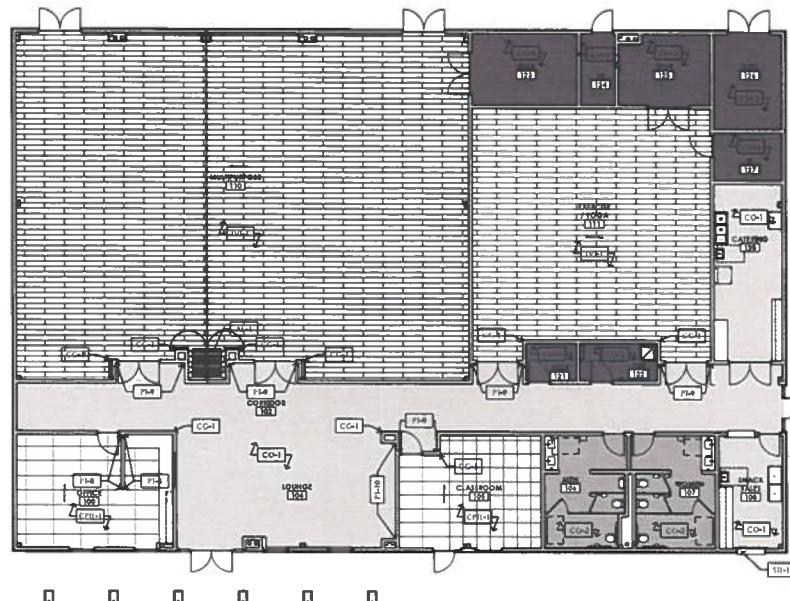
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ENLARGED PLANS A106

OCTOBER 7, 2024

ROOM FINISH SCHEDULE											
NO	ROOM NAME	FLOOR	BASE	WALL				CEILING	COUNTERS	CASEWORK	COMMENTS
				NORTH	EAST	SOUTH	WEST				
100	OFFICE	CFL-1	WB-1	PT-4	PT-4	PT-4	PT-4	AC-1	IS-1	PT-1	WALL BEHIND RECEPTION TO BE PT-4
101	Lobby	CO-1	WB-2	-	-	PT-3	PT-3	-	-	-	
102	CORRIDOR	CO-1	WB-2	PT-3	PT-3	PT-3	PT-3	-	-	-	PROVIDE PT-4 AT ENTRY ALCOVE, PT-1 AT UNDERSIDE OF ALCOVE SOFFITS, PT-3 ON FACE, PT-1
104	LOUNGE	CO-1	WB-2	PT-3	PT-3	PT-3	PT-3	AC-1	IS-1	-	
103	CLASSROOM	CFL-1	WB-1	PT-4	PT-4	PT-4	PT-4	AC-1	IS-1	-	
106	MEN	CO-2	-	TL-1/PT-11	TL-1/PT-11	TL-1/PT-11	TL-1/PT-11	PT-1	-	-	TRUE TO BE INSTALLED 8" AFF WITH PT-11 ABOVE
107	WOMEN	CO-2	-	TL-1/PT-11	TL-1/PT-11	TL-1/PT-11	TL-1/PT-11	PT-1	-	-	TRUE TO BE INSTALLED 8" AFF WITH PT-11 ABOVE
110	STUDY	CO-2	WB-1	PT-4	PT-4	PT-4	PT-4	PT-4	IS-2/IS-11	PL-2	
111	MULTIPURPOSE	LV-1	WB-1	PT-3	PT-3	PT-3	PT-3	AC-1	IS-1	AP-1 AT ROOM DIVIDER	
112	EXERCISE / YOGA	LV-1	WB-1	PT-2	PT-2	PT-2	PT-2	AC-1	IS-1	AP-1 AT ROOM DIVIDER	
121	STOR	CO-3	WB-3	PT-2	PT-2	PT-2	PT-2	PT-1	-	-	
122	JAN	CO-3	WB-3	PT-2/PT-11	PT-2/PT-11	PT-2	PT-2	-	-	-	PT-4 ACROSS HALL 8INCH, SEE ELEVATION FOR EXACT LOCATION
123	STORE	CO-3	WB-3	PT-2	PT-2	PT-2	PT-2	PT-2	-	-	
124	RE	CO-3	WB-3	PT-2	PT-2	PT-2	PT-2	PT-2	-	-	



## FINISH PLAN

We offer this proposal for the consideration of Nye County. We consider the contents "proprietary Information", which is to remain confidential between Nye County and The Korte Company.



FLOOR FINISH PLAN & SCHEDULE A111

OCTOBER 7, 2024

apres

THE KORTE COMPANY

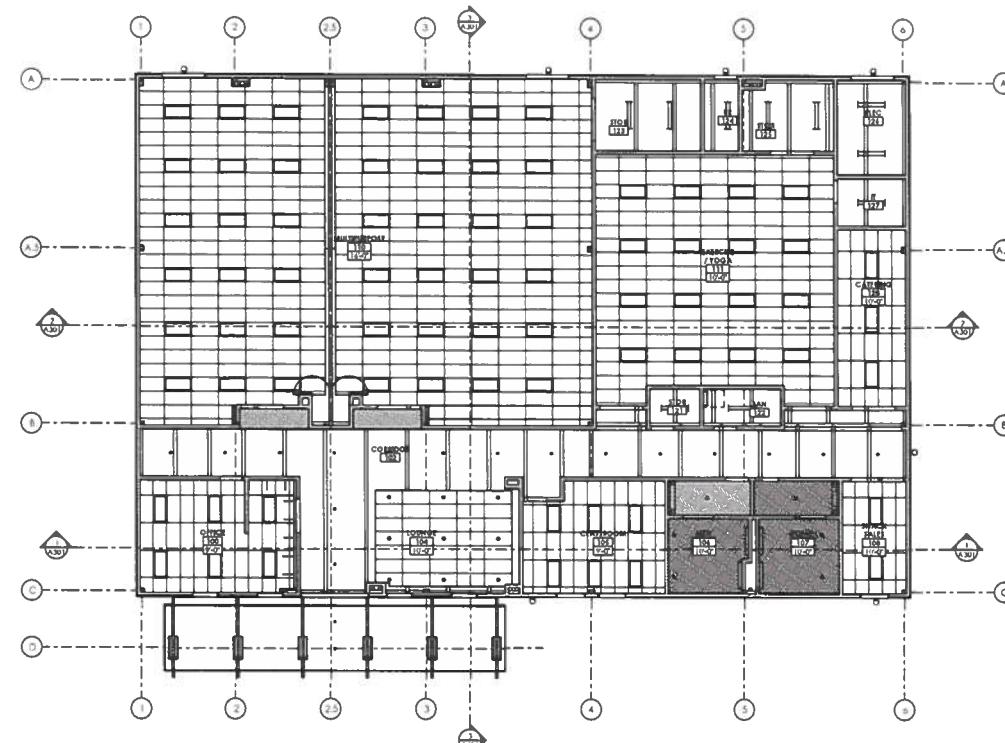


INTERIOR COLOR AND MATERIAL LISTEND					
ID	MANUFACTURER	MATERIAL TYPE	STYLE NAME/P	COLOR	COMMENTS
03 34 00 (CO) CAST-IN-PLACE CONCRETE					
03 36 00 CD-1					
	PROSOCO OR EQUAL	SEALED CONCRETE	SEALED	TBD	SEE SPECIFICATIONS. CONCRETE FINISH LEVEL "A". SEE SPECIFICATIONS. SEE FINISH PLANS & SCHEDULE
03 36 00 CD-2				TBD	SEE SPECIFICATIONS. CONCRETE FINISH LEVEL "B". SEE SPECIFICATIONS. SEE FINISH PLANS & SCHEDULE
03 36 00 CD-3				TBD	SEE SPECIFICATIONS. CONCRETE FINISH LEVEL "C". SEE SPECIFICATIONS. SEE FINISH PLANS & SCHEDULE
06 21 16 (PC) PLASTIC LAMINATE CLAD CABINETS					
06 41 16 PL-1					
	FORMICA TRACY FROSTITE E: TRACYFROSTITE@HOTMAIL.COM P: 212-388-4429	VERTICAL POSTFORMING GRADE HIGH PRESSURE LAMINATE	-	TBD	SEE CABINET NOTES & ELEVATIONS. PROVIDED BY MANUFACTURER. TO RUN VERTICALLY ALONG REPEAT OF WOOD-GRAIN PATTERN OF ALL COMPONENTS. PROVIDED BY MANUFACTURER. STYLES PROVIDED BY MANUFACTURER. PROVIDE MATCHING EDGE BANDING AT ALL EXPOSED SIDES
06 41 16 PL-2				TBD	SEE CABINET NOTES & ELEVATIONS. PROVIDED BY MANUFACTURER. TO RUN VERTICALLY ALONG REPEAT OF WOOD-GRAIN PATTERN OF ALL COMPONENTS. PROVIDED BY MANUFACTURER. STYLES PROVIDED BY MANUFACTURER. PROVIDE MATCHING EDGE BANDING AT ALL EXPOSED SIDES
06 63 16 (FRP) FIBER GLASS REINFORCED PLASTIC PANELING					
06 63 16 FR-1					
	MARBLE	CLASS A 4' X 8' FIBERGLASS REINFORCED PLASTIC WALL PANEL	PENNIE TEXTURED	TBD	SEE FINISH PLAN & SCHEDULE FOR LOCATIONS AND INSTALLATION DIRECTION. PROVIDE TBM AND ACCESSORIES AS REQUIRED FOR A COMPLETE AND WARRANTED INSTALLATION
06 38 00 (TL-1) TILES					
06 39 00 TL-1					
	DARLE SAM SUTTON: P: 847-979-4008 E: SAMANTHASUTTON@DARLE.COM	4" X 12" GLAZED CERAMIC WALL TILE	TBD	TBD	SEE TO BE INSTALLED BY: SEE INTERIOR FINISHES & FINISH SCHEDULE. PROVIDED BY MANUFACTURER. TO BASED ON FINAL TILE SELECTION. ASSUME 1/8" MIN. GROUT TO BE MAINTAIN COLOR RED
06 51 00 (ACT) ACCOUSTICAL CEILING					
06 51 13 ACT-1					
	ARMSTRONG	24" X 24" X 1" 1/8" BEVELED CEILING TILE FOR A COASTAL CEILING TILE WITH HIC OF 80	2081 ULTIMA HIGH HIC	WHITE	PROVIDE AFM/AFG 1/8" PRELUDE CEILING SYSTEM IN COLOR WHITE PER MANUFACTURER'S REQUIREMENTS
06 51 13 ACT-2					
	ARMSTRONG	24" X 48" 1/2" SQUARE INLAY A COASTAL CEILING TILE	KITCHEN 101E	WHITE	PROVIDE AFM/AFG 1/2" PRELUDE CEILING SYSTEM IN COLOR WHITE PER MANUFACTURER'S REQUIREMENTS
06 64 00 REINFORCED FLOORING					
06 64 00 LF-1					
	PATCRAFT: AMB WOODFLOOR P: 312-254-1507 E: AMB@WOODFLOORPATCRAFT.COM	18" X 36" WOOD-CLICK GLUE DOWN COMMERCIAL LUXURY VINYL TILE WITH 20 MIL WEAR LAYER	TBD	TBD	INSTALL IN A 1/2" DROP IN DIRECTION INDICATED ON FINISH PLANS. PROVIDE ADA COMPLIANT TRANSITION STEP AS REQUIRED AT TRANSITIONS IN DIRECTION
06 68 00 WB-1					
	TARKETT: NICOLETTE BRANDSTEDT: P: 312 891 9221 E: NICOLETTE.BRANDSTEDT@COM	JOHNSONITE DURA COVE 4" THERMOPLASTIC RUBBER WALL BASE	TYPE TP	TBD	AT WALLS ADJACENT TO V & CPL. U.U.O.
06 68 00 WB-2					
	TARKETT (FOR EQUAL)	JOHNSONITE DURA COVE 4" THERMOPLASTIC RUBBER WALL BASE	TYPE TP	TBD	AT WALLS ADJACENT TO CONCRETE. U.U.O.
06 68 00 WB-3					
	TARKETT (FOR EQUAL)	JOHNSONITE DURA COVE 4" THERMOPLASTIC RUBBER WALL BASE	TYPE TP	TBD	AT WALLS ADJACENT TO CONCRETE AT BACK OF HOUSE SPACES.
06 68 00 WB-4					
	INPRO	4 1/8" TALL STAINLESS STEEL COVE BASEBASE	SANISYSTEM	STAINLESS STEEL	INSTALL IN A 1/2" DROP IN DIRECTION INDICATED ON FINISH PLANS. PROVIDED BY MANUFACTURER. TO BASE AS REQUIRED FOR A COMPLETE AND WARRANTED INSTALLATION
06 85 11 (CPL) TILE CABINET					
06 89 11-CPL-1					
	PATCRAFT	18" X 24" X 23" HIGH SOLID/ DYED ECO SOLID/ Q MYLON: 20 OZ TUFFED YARN WEIGHT	TBD	TBD	SEE FINISH PLAN FOR LOCATIONS. PROVIDE ADA COMPLIANT TRANSITION STRIP AS REQUIRED IN TRANSITIONS IN DIRECTION
06 72 00 (WRP) RIGID SHEET WALL PANELING					
06 72 00 WR-1					
	INPRO	4" X 8' X 4' FIREGLASS FREE IMPACT, MOISTURE, BACTERIAL & FUNGAL RESISTANT RIGID SHEET WALL PANEL	CONTINUUM HYDGENIC WALL CLADDING	TBD	SEE FINISH PLAN & SCHEDULE FOR LOCATIONS AND INSTALLATION DIRECTION. PROVIDED BY MANUFACTURER. ACCESSORIES AS REQUIRED FOR A COMPLETE AND WARRANTED INSTALLATION
06 72 00 WR-2					
	INPRO	4" X 8' X 4' FIREGLASS FREE IMPACT, MOISTURE, BACTERIAL & FUNGAL RESISTANT RIGID SHEET WALL PANEL	CONTINUUM HYDGENIC WALL CLADDING	TBD	SEE FINISH PLAN & SCHEDULE FOR LOCATIONS AND INSTALLATION DIRECTION. PROVIDED BY MANUFACTURER. ACCESSORIES AS REQUIRED FOR A COMPLETE AND WARRANTED INSTALLATION
06 89 00 SP (P1) INTERIOR VARNISH & COATINGS					
06 89 00 PT-1					
	SHERWIN WILLIAMS: SUEAN SIEGMUND: P: 312-444-0421 E: SUEAN.J.SIEGMUND@	PROMAR INTERIOR LATEX CEILING PAINT	SHINE: PLAT	TBD	CEILING PAINT AI GYP. RD. CEILINGS. SEE FINISH SCHEDULE & COATS. APPLY PER MANUFACTURER'S WRITTEN REQUIREMENTS USING MIN. 12 COAT PROMAR CEILING PAINT
06 89 00 PT-2					
	SHERWIN WILLIAMS	SCUFF TUFF INTERIOR WATER-BASED ENAMEL	SHINE: EG-SHEL	TBD	BON WALL PAINT. SEE FINISH PLANS & FINISH SCHEDULE. APPLY PER MANUFACTURER'S WRITTEN REQUIREMENTS USING MIN. 12 COAT SCUFF TUFF INTERIOR ENAMEL TYP
06 89 00 PT-3					
	SHERWIN WILLIAMS	SCUFF TUFF INTERIOR WATER-BASED ENAMEL	SHINE: EG-SHEL	TBD	TYPICAL WALL PAINT. SEE PLANS & FINISH SCHEDULE. APPLY PER MANUFACTURER'S WRITTEN REQUIREMENTS
06 89 00 PT-4					
	SHERWIN WILLIAMS	SCUFF TUFF INTERIOR WATER-BASED ENAMEL	SHINE: EG-SHEL	TBD	SCHOOL SAILS WALL PAINT. SEE PLANS & FINISH SCHEDULE. APPLY PER MANUFACTURER'S WRITTEN REQUIREMENTS
06 89 00 PT-5					
	SHERWIN WILLIAMS	SCUFF TUFF INTERIOR WATER-BASED ENAMEL	SHINE: EG-SHEL	TBD	CLASSROOM WALL PAINT. SEE PLANS & FINISH SCHEDULE. APPLY PER MANUFACTURER'S WRITTEN REQUIREMENTS
06 89 00 PT-6					
	SHERWIN WILLIAMS	SCUFF TUFF INTERIOR WATER-BASED ENAMEL	SHINE: EG-SHEL	TBD	ACCENT PAINT. SEE PLANS & FINISH SCHEDULE. APPLY PER MANUFACTURER'S WRITTEN REQUIREMENTS
06 89 00 PT-7					
	SHERWIN WILLIAMS	SCUFF TUFF INTERIOR WATER-BASED ENAMEL	SHINE: EG-SHEL	TBD	ACCENT PAINT. SEE PLANS & FINISH SCHEDULE. APPLY PER MANUFACTURER'S WRITTEN REQUIREMENTS
06 89 00 PT-8					
	SHERWIN WILLIAMS	SCUFF TUFF INTERIOR WATER-BASED ENAMEL	SHINE: EG-SHEL	TBD	ACCENT PAINT. SEE PLANS & FINISH SCHEDULE. APPLY PER MANUFACTURER'S WRITTEN REQUIREMENTS
06 89 00 PT-9					
	SHERWIN WILLIAMS	SCUFF TUFF INTERIOR WATER-BASED ENAMEL	SHINE: EG-SHEL	TBD	ACCENT PAINT. SEE PLANS & FINISH SCHEDULE. APPLY PER MANUFACTURER'S WRITTEN REQUIREMENTS
06 89 00 PT-10					
	TBD	TBD	SHINE: PLAT	TBD	MURAL BY LOCAL ARTIST. INTERIOR DESIGNER TO COORDINATE WITH ARTIST AND MANUFACTURER. PAINT TO BE ZERO OR LOW VOC.
06 89 00 PT-11					
	SHERWIN WILLIAMS	DURATION HOME INTERIOR ACRYLIC	SHINE: SATIN	TBD	TOILET ROOM ABOVE SEE. SEE FINISH PLANS & FINISH SCHEDULE. APPLY PER MANUFACTURER'S WRITTEN REQUIREMENTS USING MIN. 12 COAT DURATION HOME INTERIOR ACRYLIC
06 89 00 PT-12					
	SHERWIN WILLIAMS	PRO INDUSTRIAL ACRYLIC COATING	SHINE: SEMI-GLOSS	TBD	METAL GRILLE, DOORS, ECT. SEE FINISH PLANS & FINISH SCHEDULE. DOOR TO BE PAINTED & FRAME TO BE PAINTED. PROVIDE ALLOWANCE FOR 3 COATS. INSTALL 12 COAT AS REQUIRED BY MANUFACTURER'S WRITTEN REQUIREMENTS
06 89 00 PT-13					
	SHERWIN WILLIAMS	PRO INDUSTRIAL ACRYLIC COATING	SHINE: SEMI-GLOSS	TBD	WOOD DOOR DOOR PAINT. SEE DOOR SCHEDULE. APPLY PER MANUFACTURER'S WRITTEN REQUIREMENTS. PROVIDED BY MANUFACTURER. PAINT TO BE ZERO OR 12 COAT WALL & WOOD PRIMER & 12 COAT SCUFF TUFF INTERIOR PAINT
10 32 23 (AP) ACCORDION PARTITION					
10 32 23 AP-1					
	MODERN FOLD	ACCORDION ROOM DIVIDING PARTITION	TBD	TBD	SEE SPEC
10 36 13 (CG) CORNER GUARDS					
10 36 13 CG-1					
	INPRO	3" X 48" RIGID VINYL HIGH IMPACT	150 HIGH IMPACT	TBD	PROVIDE ALLOWANCE FOR 3 COATS.
12 36 00 (BT) COUNTER TOPS					
12 36 00 BT-1					
	CORIAN: AUREA MERA: P: 224-402-0034 E: AMERICA@CORIAN.COM	SOLID SURFACE (ACRYLIC)		SORREL	RECEPTIONIST DESK
12 36 00 BT-2					
	CORIAN	SOLID SURFACE (ACRYLIC)		CARBON CONCRETE	ALL COUNTERS TOP U.O.
12 36 00 BT-3					
	ADVANCE TACO	48" WIDE & GAUGE VINYL 1 1/2" X 1"	PLAT TOP	STAINLESS STEEL	SNACK BAR EXTERIOR WINDOW SEE FINISH PLANS

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aptus

FINISH LEGEND A112



REFLECTED CEILING PLAN

**CEILING LEGEND**

- CENTER ALL SPRINKLER HEADS IN ACT GRID. UND.
- SPRINKLER ESCUTCHEON FINISH TO MATCH ADJACENT CEILING. UND.
- NEW 2' X 4' SUSPENDED ACOUSTIC TILES
- NEW SUSPENDED CYPRESSUM BOARD CEILING. PAINTED. SUSPENDED WITH ARMSTRONG DRYWALL/STUCO/PLASTER GRID SYSTEM
- NEW 2' X 4' LIGHT FIXTURE. SEE ELEC. DWGS.
- NEW 4' UMBRELLA LIGHT FIXTURE - SEE ELEC. DWGS.
- NEW 4' UMBRELLA LIGHT FIXTURE - SEE ELEC. DWGS.
- NEW 4' DECORATIVE LIGHT FIXTURE - SEE ELEC. DWGS.
- NEW WALL MOUNTED LIGHT FIXTURE. SEE ELEC. DWGS.
- NEW 1x4 SURFACE MOUNTED LED LIGHT FIXTURES AT TOILETS. SEE ELEC. DWGS.
- DOWN LIGHTS - LED LIGHT FIXTURE. SEE ELEC. DWGS.
- LED CYLINDER - PENDANT MOUNTED LIGHT FIXTURE - 10'-0" ID TO THE UNDERSIDE OF FIXTURE. SEE ELEC. DWGS.
- WALL MOUNTED EXTERIOR LIGHT SEE ELEC. DWGS
- CEILING HEIGHT
- END.

**aptus**

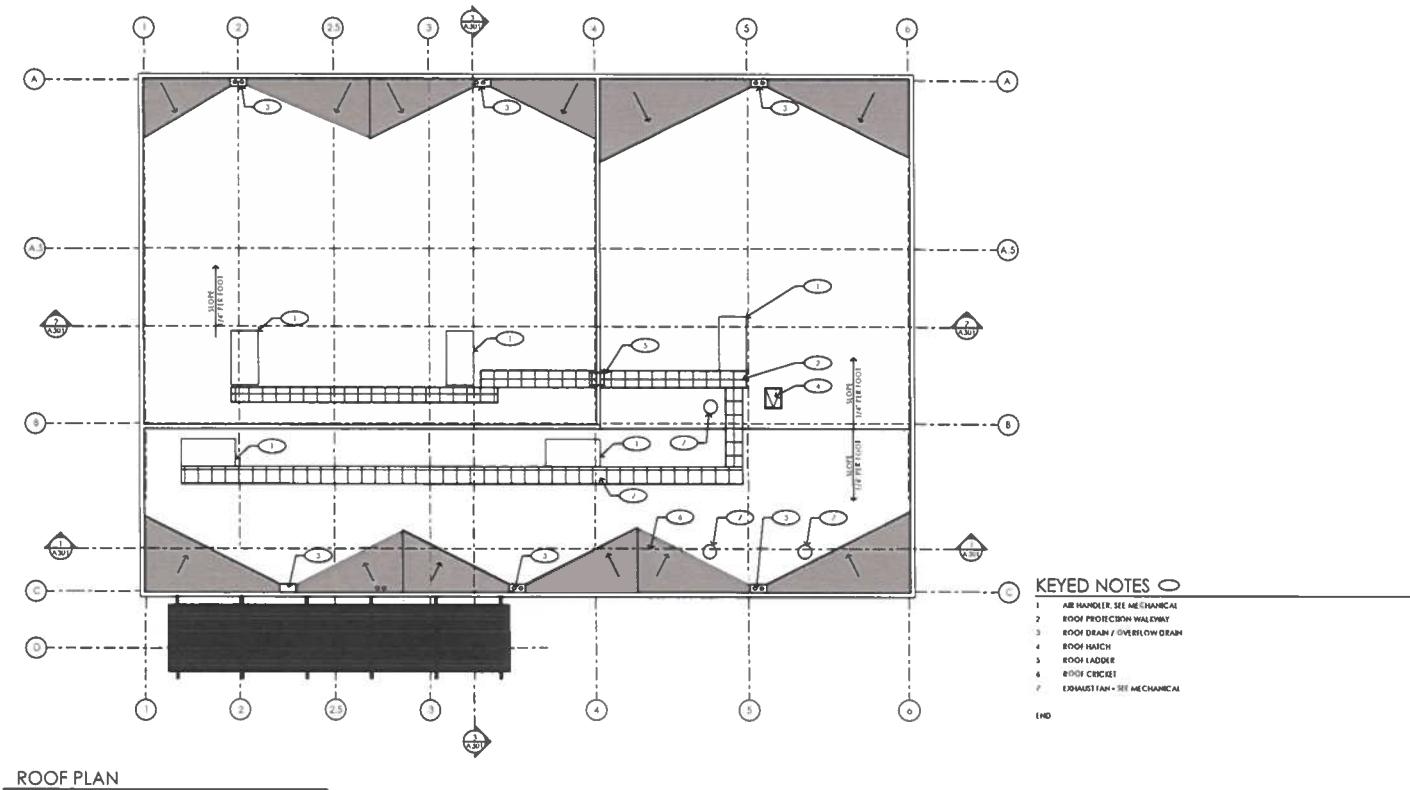
THE KORTE COMPANY

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**REFLECTED CEILING PLAN A121**

OCTOBER 7, 2024



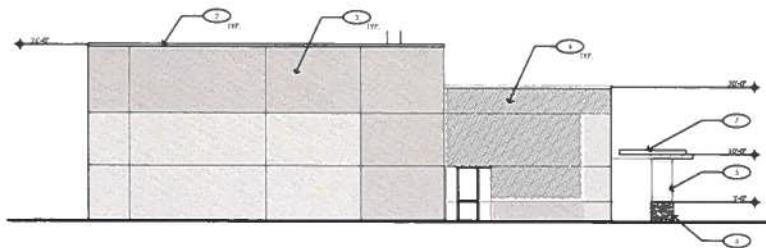
**aptus**

THE KORTE COMPANY

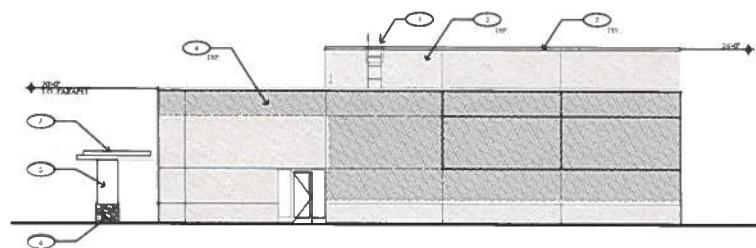
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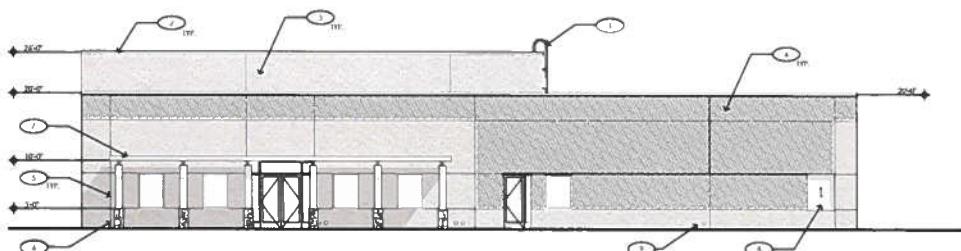
OCTOBER 7, 2024



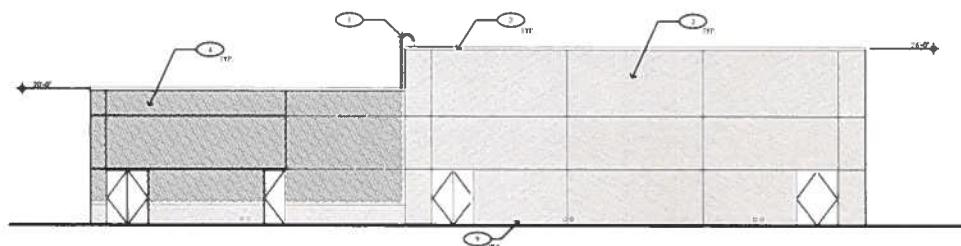
WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

KEYED NOTES

- 1 ROOF ACCESS/STAIR
- 2 PAKAPEI CAP
- 3 STUCCO WRAP CONTROL JOINTS, COLOR 1
- 4 STUCCO WRAP CONTROL JOINTS, COLOR 2
- 5 STUCCO WRAPPED COLUMN COLOR 3
- 6 STONE VENEER COLUMN WRAP AT BASE
- 7 ENTHI STEEL REILLS WRN PERFORATED B-DECK
- 8 ROLLING GRILL, SEE DOOR SCHEDULE
- 9 ROOF DRAIN, DAYLIGHT TO EXTERIOR WITH BRASS ESCUTCHEON (PER PLANS)

EHD



aptus

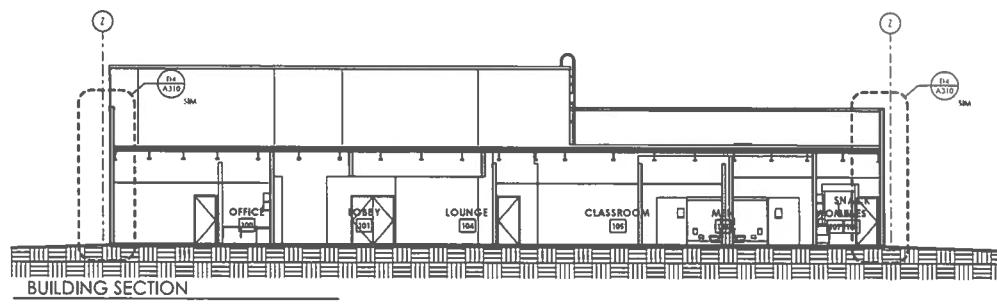
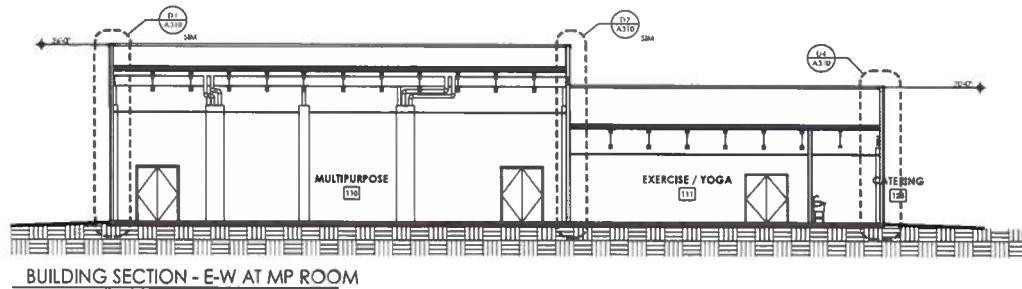
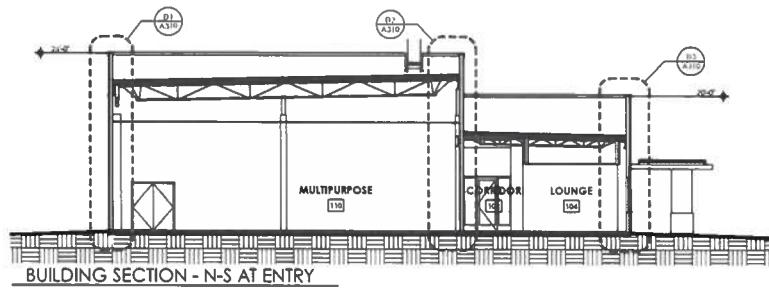
THE KORTE COMPANY

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ELEVATIONS A201

OCTOBER 7, 2024



**aptus**

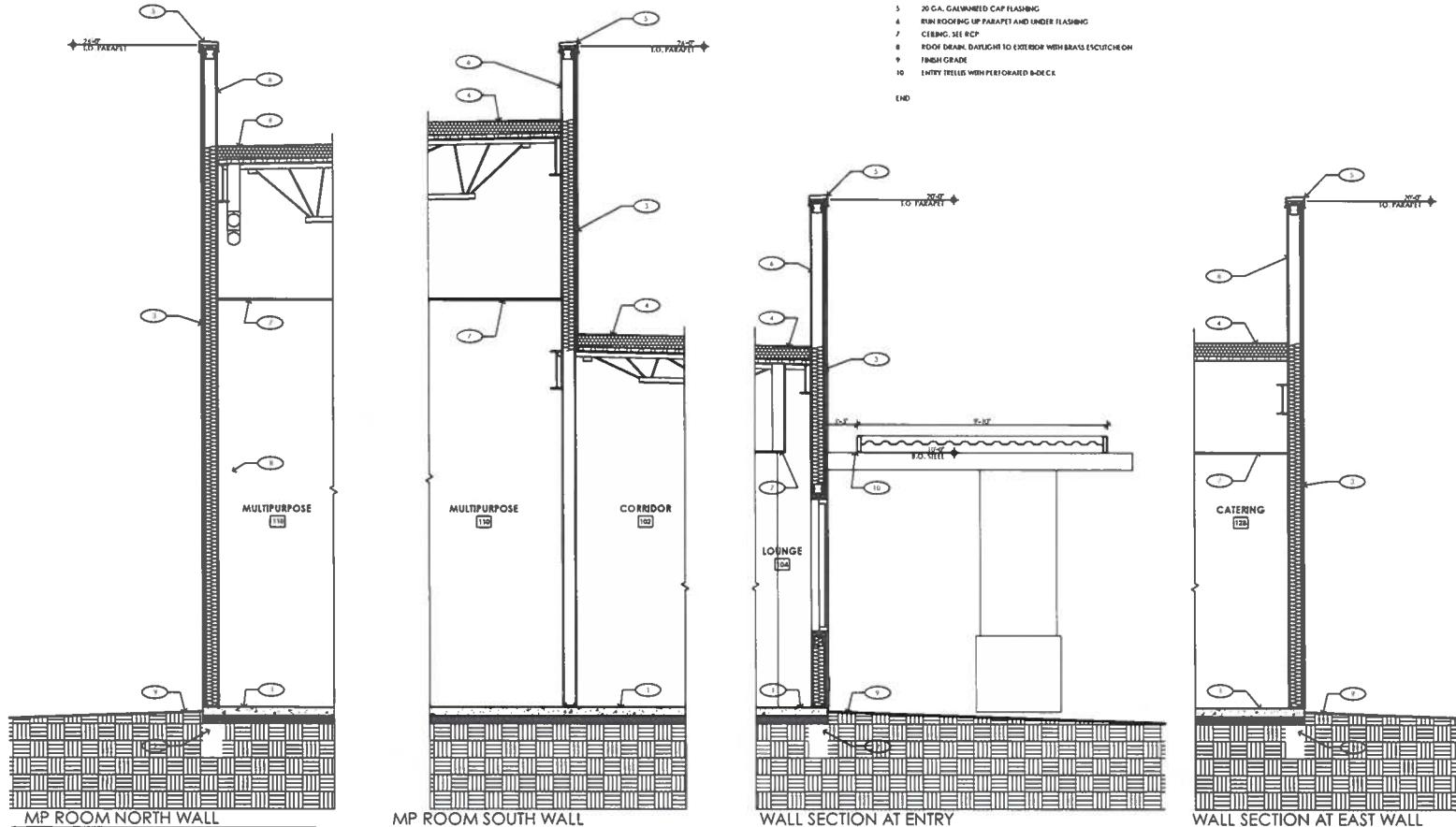
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BUILDING SECTIONS A301

OCTOBER 7, 2024



**aptus**

THE KORTE COMPANY

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WALL SECTIONS A302

OCTOBER 7, 2024



October 7, 2024

Project: Nye County Civil / Community Center  
RE: HVAC/Plumbing Concept Design Narrative

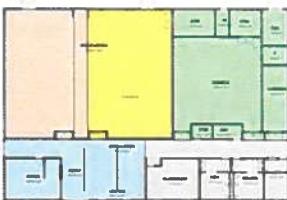
Cerris Systems (formerly MMC Contractors West, Inc.) presents the following concept design narrative for the 8,000 sf Nye County Civil / Community Center project, Phase I, as well as the future 1A, 2, 2A, 3, 4, & 4A phases, located in Pahrump, NV.

Cerris Systems based the HVAC and plumbing systems concept design on the 30% construction drawings, dated 09.12.24, prepared by Aptus, under the direction of Korte Construction. The building will be "all electric" as natural gas is not available to the site and liquid propane was ruled out during the 09.03.24 planning meeting.

#### Phase 1 HVAC System

The building will be served by multiple (5) electric heat pump roof top units (RTU) with air-side economizers (0-100%) and MERV 8 filtration. The multipurpose room RTU's will utilize an Energy Recovery Unit (ERU) in combination with the RTU's to meet code required ventilation air. Each zone will receive supply air duct, plenum return air, ventilation air (O/A) with supply air and return air grille/register.

#### ZONE PLAN



Cerris Systems West, Inc. | 7040 S. Redwood Street | Las Vegas, NV 89118 | 702.889.6800



The conditioned air (block load) is estimated at 25-30 tons. This estimation was calculated using a conservative figure of 300 square feet (sf) per ton (T).

- HVAC controls will be BACNET compatible stand-alone 7-day programmable thermostats.
- Individual roof mounted exhaust fans will serve the restrooms and janitor closet.
- All supply air ductwork shall be externally insulated.
- Code related ventilation air requirements will be met by outside air (O/A) damper control and/or the air-side economizer. Should the Multipurpose room occupancy rating exceed 150 people, a passive Energy Recovery Unit (ERU) could be used to meet the additional ventilation air requirements.

Rooms requiring 24/7 cooling (IT, Main Electrical) will be provided with a cooling only mini-split system to serve each location. Each system will consist of a wall mounted interior unit, integral condensate pump, refrigerant line set, and a condensing unit located on the roof.

#### Phase 1 Plumbing System

##### Domestic Water System

- Based on the site water availability, a domestic water booster system is anticipated for this project, located at the water tower, for a recommended 60-80 psi water pressure delivery to the building. The minimum utilization water pressures will be 25 psi for flush valve type fixtures and 35 psi for food service equipment.
- The building's water service should include a backflow prevention to prevent cross connection and a pressure regulation valve station.
- The water distribution piping will be type "L" copper tubing. The piping will be distributed horizontally overhead in the ceiling space with isolation valves at the branch lines.
- Domestic hot water will be provided by a single electric water heater located in the Janitor Closet. A circulating pump and expansion tank will be provided as necessary.
- Provide a domestic cold water stub for the future Senior Center (Phase 2), future racquet ball courts (Phase 3), future Gymnasium & locker rooms (Phase 4), and future full Kitchen (Phase 4A).

##### Sanitary Waste & Vent System

- The buildings' sanitary mains will terminate five (5) feet beyond the exterior wall for connection to the civils' on-site utility system. The sanitary waste and vent distribution piping system will be a "conventional waste and vent" consist of no-hub cast-iron pipe with on-hub coupling fittings above grade. The below grade system will be constructed of Schedule 40 solid wall PVC pipe or solid wall ABS, fittings with solvent joints.

Cerris Systems West, Inc. | 7040 S. Redwood Street | Las Vegas, NV 89118 | 702.889.6800



- Trap guards will be installed for all floor drains and/or floor sinks.

- Condensate drain distribution piping system from the HVAC system will be copper type "M" tubing with soldered joints and discharge into the Janitor Closet sink.

##### Plumbing Fixtures:

- The plumbing fixtures will be water conserving, commercial grade to match the occupancy of service. Restrooms will have floor mounted 1.28 GPF flush valve waster closets, 0.125 GPF flush valve urinals, 0.35 GPM lavatory faucets and 1.0 GPM kitchen sink faucets.
- Drinking fountains will be refrigerated and filtered bi-level drinking fountains with bottle filling stations.
- Freeze-proof wall hose bibs will be provided at convenient intervals and locations identified by owner.
- Drainable roof hydrant(s) will be provided at convenient intervals to service the RTU's.

##### Storm Drainage System:

- The buildings' storm drainage distribution piping system will be designed for 2" rainfall hour per 100 year storm. It will be a "conventional drainage" consisting of a primary and secondary drain system with no-hub cast-iron pipe, and fittings with no-hub couplings. The storm leaders will splash to grade.

#### Phase 1A HVAC System

The outdoor area venue is anticipated to have no HVAC requirements or HVAC scope of work for this phase.

#### Phase 1A Plumbing System

The outdoor area venue is anticipated to have no plumbing requirements or plumbing scope of work for this phase.

#### Phase 2 HVAC System

The Senior Center core and shell space is anticipated to have no HVAC requirements or HVAC scope of work for this phase.

#### Phase 2 Plumbing System

The Senior Center core and shell space will include:

- A. The buildings' sanitary mains will terminate five (5) feet beyond the exterior wall for connection to the civils' on-site utility system. Below grade sanitary waste main stub

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MECHANICAL / PLUMBING NARRATIVE MP000

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will be provided to serve *future* restrooms, janitor closet, and warming kitchen. The below grade system will be constructed of Schedule 40 solid wall PVC pipe or solid wall ABS, fittings with solvent joints and capped at both ends for future build-out.

B. Extend the existing domestic cold water stub provided from Phase 1 construction into the new space, cap and valve. This cold water stub will serve *future* restrooms, janitor closet, and warming kitchen. The minimum utilization water pressures will be 25 psi for flush valve type fixtures.

C. The buildings' storm drainage distribution piping system will be designed for 2" rainfall hour per 100 year storm. It will be a "conventional drainage" consisting of a primary and secondary drain system with no-hub cast-iron pipe, and fittings with no-hub couplings. The storm leaders will splash to grade.

D. Freeze-proof wall hose bib(s) will be provided at convenient intervals and locations identified by owner.

E. A drainable roof hydrant will be provided to service the RTU's.

#### Phase 2A HVAC System

The Senior Center build-out will be served by two (2) electric heat pump roof top units (RTU) with air-side economizers (0-100%) and MERV 8 filtration.

The conditioned air (block load) is estimated at 10 tons, divided into two (2) zones. This estimation was calculated using a conservative figure of 300 square feet (sf) per ton (T).

- HVAC controls will be BACNET compatible stand-alone 7-day programmable thermostats.
- Individual roof mounted exhaust fans will serve the restrooms and janitor closet.
- All supply air ductwork shall be externally insulated.
- Code related ventilation air requirements will be met by outside air (O/A) damper control and/or the economizer.

#### Phase 2A Plumbing System

Senior Center build-out will include service to men's and women's restroom, janitor closet and warming kitchen.

##### Domestic Water System

- The water distribution piping will be type "L" copper tubing. The piping will be distributed horizontally overhead in the ceiling space with isolation valves at the branch lines.
- Domestic hot water will be provided by a single electric water heater located in the Janitor Closet. A circulating pump and expansion tank will be provided as necessary.

##### Sanitary Waste & Vent System

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- The sanitary waste and vent distribution piping system will be a "conventional waste and vent" consist of no-hub cast-iron pipe with on-hub coupling fittings above grade.
- Trap guards will be installed for all floor drains and/or floor sinks.
- Condensate drain distribution piping system from the HVAC system will be copper type "M" tubing with soldered joints and discharge into the Janitor Closet sink.

##### Plumbing Fixtures:

- The plumbing fixtures will be water conserving, commercial grade to match the occupancy of service. Restrooms will have floor mounted 1.28 GPF flush valve waster closets, 0.125 GPF flush valve urinals, 1.0 GPM kitchen sink faucets, and 0.35 GPM lavatory faucets.

#### Phase 3 HVAC System

The indoor racquet ball courts will be served by three (3) electric heat pump roof top units (RTU) with air-side economizers (0-100%) and MERV 8 filtration.

The conditioned air (block load) is estimated at 10 tons, divided into three (3) zones. This estimation was calculated using a conservative figure of 250 square feet (sf) per ton (T) to accommodate additional air changes as necessary.

- HVAC controls will be BACNET compatible stand-alone 7-day programmable thermostats.
- All supply air ductwork shall be externally insulated.
- Code related ventilation air requirements will be met by outside air (O/A) damper control and/or the economizer.

#### Phase 3 Plumbing System

##### Domestic Water System

- The water distribution piping will be type "L" copper tubing. The piping will be distributed horizontally overhead in the ceiling space with isolation valves at each fixture location.
- Freeze-proof wall hose bib(s) will be provided at convenient intervals and locations identified by owner.
- A drainable roof hydrant will be provided to service the RTU's.

##### Storm Drainage System:

- The buildings' storm drainage distribution piping system will be designed for 2" rainfall hour per 100 year storm. It will be a "conventional drainage" consisting of a primary and secondary drain system with no-hub cast-iron pipe, and fittings with no-hub couplings. The storm leaders will splash to grade.

We offer this proposal for the consideration of Nye County. We consider the contents "proprietary information", which is to remain confidential between Nye County and The Korte Company.



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#### Phase 4 HVAC System

Phase 4 construction includes a Gymnasium, men's and women's locker rooms and a commercial kitchen core & shell.

##### A. Gymnasium:

The building will be served by multiple (3) electric heat pump roof top units (RTU) with air-side economizers (0-100%) and MERV 8 filtration. The Gymnasium RTU's will utilize an Energy Recovery Unit (ERU) in combination with the RTU's to meet code required ventilation air. Each zone will receive supply air duct, plenum return air, ventilation air (O/A), with supply air and return air grille/registers.

The conditioned air (block load) is estimated at 25-30 tons. This estimation was calculated using a conservative figure of 300 square feet (sf) per ton (T).

- HVAC controls will be BACNET compatible stand-alone 7-day programmable thermostats.
- All supply air ductwork shall be externally insulated.
- Code related ventilation air requirements will be met by outside air (O/A) damper control and/or the economizer. Should the Gymnasium occupancy rating exceed 300 people, a passive Energy Recovery Unit (ERU) could be used to meet the additional ventilation air requirements.

##### B. Men's and women's locker room:

This space will be served by one (1) electric heat pump roof top unit (RTU) with air-side economizers (0-100%) and MERV 8 filtration. The space will receive supply air duct, ducted return air, exhaust air, and ventilation air (O/A), with supply air and return air grille/registers.

The conditioned air (block load) is estimated at 5 tons. This estimation was calculated using a conservative figure of 350 square feet (sf) per ton (T).

- HVAC controls will be stand-alone 7-day programmable thermostat.
- Individual roof mounted exhaust fans will serve each locker room.
- All supply air ductwork shall be externally insulated.
- Code related ventilation air requirements will be met by outside air (O/A) damper control and/or the economizer.

##### C. Commercial Kitchen core & shell:

This space is anticipated to have no HVAC requirements or HVAC scope of work for this phase.

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#### Phase 4 Plumbing System

Phase 4 construction includes a Gymnasium, men's and women's locker rooms and a commercial kitchen core & shell.

##### A. Gymnasium and locker rooms:

###### *Domestic Water System*

- The minimum utilization water pressures will be 25 psi for flush valve type fixtures and 35 psi for food service equipment.
- The water distribution piping will be type "L" copper tubing. The piping will be distributed horizontally overhead in the ceiling space with isolation valves at the branch lines.
- Domestic hot water will be provided by a single electric water heater located in the Janitor Closet. A circulating pump and expansion tank will be provided as necessary.
- Freeze-proof wall hose bibs will be provided at convenient intervals and locations identified by owner.
- Drainable roof hydrant(s) will be provided at convenient intervals to service the RTU's.

###### *Sanitary Waste & Vent System*

- The buildings' sanitary mains will terminate five (5) feet beyond the exterior wall for connection to the civils' on-site utility system. The sanitary waste and vent distribution piping system will be a "conventional waste and vent" consist of no-hub cast-iron pipe with on-hub coupling fittings above grade. The below grade system will be constructed of Schedule 40 solid wall PVC pipe or solid wall ABS, fittings with solvent joints.
- Trap guards will be installed for all floor drains and/or floor sinks.
- Condensate drain distribution piping system from the HVAC system will be copper type "M" tubing with soldered joints and discharge into the Janitor Closet sink.

###### *Plumbing Fixtures:*

- The plumbing fixtures will be water conserving, commercial grade to match the occupancy of service. Restrooms will have floor mounted 1.28 GPF flush valve waster closets, 0.125 GPF flush valve urinals, 1.0 GPM shower faucets, and 0.35 GPM lavatory faucets.
- Drinking fountains will be refrigerated and filtered bi-level drinking fountains with bottle filling stations.

###### *Storm Drainage System*

- The buildings' storm drainage distribution piping system will be designed for 2" rainfall hour per 100 year storm. It will be a "conventional drainage" consisting



of a primary and secondary drain system with no-hub cast-iron pipe, and fittings with no-hub couplings. The storm leaders will splash to grade.

##### B. Commercial Kitchen core & shell:

###### *Sanitary Waste & Vent System*

- Below grade sanitary waste main stub will be provided to serve future food service equipment. The below grade system will be constructed of Schedule 40 solid wall PVC pipe or solid wall ABS, fittings with solvent joints and capped at both ends for future build-out.

###### *Sanitary Waste & Vent System*

- Below grade grease waste main stub will be provided to serve future grease waste requirements.

###### *Domestic Water System*

- Extend the existing domestic cold water stub provided from Phase 1 construction into the new space, cap and valve. This cold water stub will serve future food service equipment and plumbing fixtures. The minimum utilization water pressures will be 35 psi for commercial food service equipment.
- Freeze-proof wall hose bibs will be provided at convenient intervals and locations identified by owner.

###### *Storm Drainage System*

- The buildings' storm drainage distribution piping system will be designed for 2" rainfall hour per 100 year storm. It will be a "conventional drainage" consisting of a primary and secondary drain system with no-hub cast-iron pipe, and fittings with no-hub couplings. The storm leaders will splash to grade.

#### Phase 4A HVAC System

The commercial kitchen HVAC system build-out will consist of a single electric heat pump roof top unit (RTU) with air-side economizers (0-100%) and MERV 8 filtration. A roof mounted makeup air unit will serve the commercial hood per food service equipment air requirements. A roof mounted exhaust fan will serve the dishwasher per food service equipment requirements.

- HVAC controls will be BACNET compatible stand-alone 7-day programmable thermostats.
- All supply air ductwork shall be externally insulated.

The space will receive supply air duct, ducted return air, exhaust air, and ventilation air (O/A), with supply air and return air grille/registers.



All food service equipment, and commercial refrigerator/freezer systems shall be procured and installed by the food service equipment consultant. Commercial ventilation hood and fire suppression systems shall be provided by others.

#### Phase 4A Plumbing System

###### *Domestic Water System*

- The minimum utilization water pressures will be 35 psi for food service equipment.
- The water distribution piping will be type "L" copper tubing. The piping will be distributed horizontally overhead in the ceiling space with isolation valves at the branch lines.
- Domestic hot water will be provided by a single electric water heater located in the Janitor Closet. A circulating pump and expansion tank will be provided as necessary.
- Drainable roof hydrant(s) will be provided at convenient intervals to service the RTU's.

###### *Sanitary Waste & Vent System*

- The sanitary waste and vent distribution piping system will be a "conventional waste and vent" consist of no-hub cast-iron pipe with on-hub coupling fittings above grade. The below grade system will be constructed of Schedule 40 solid wall PVC pipe or solid wall ABS, fittings with solvent joints.
- Trap guards will be installed for all floor drains and/or floor sinks.

###### *Grease Waste & Vent System*

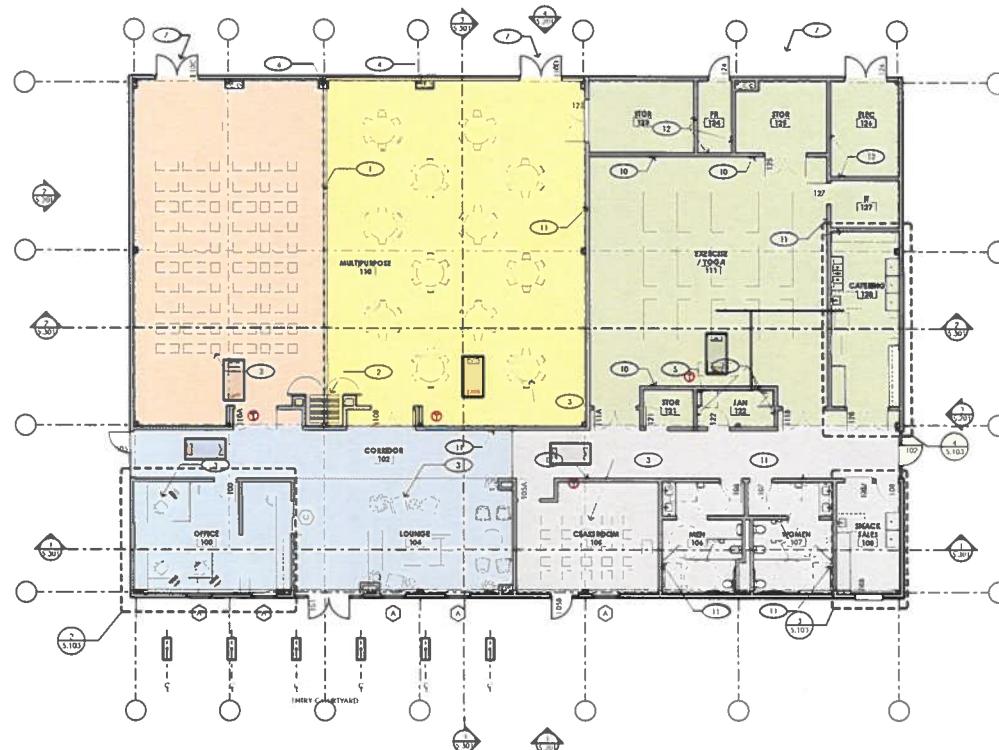
- The below grade system will be constructed of Schedule 40 solid wall PVC pipe or solid wall ABS, fittings with solvent joints.
- Below grade 1500 gallon grease interceptor (estimated) per Nye County requirements.

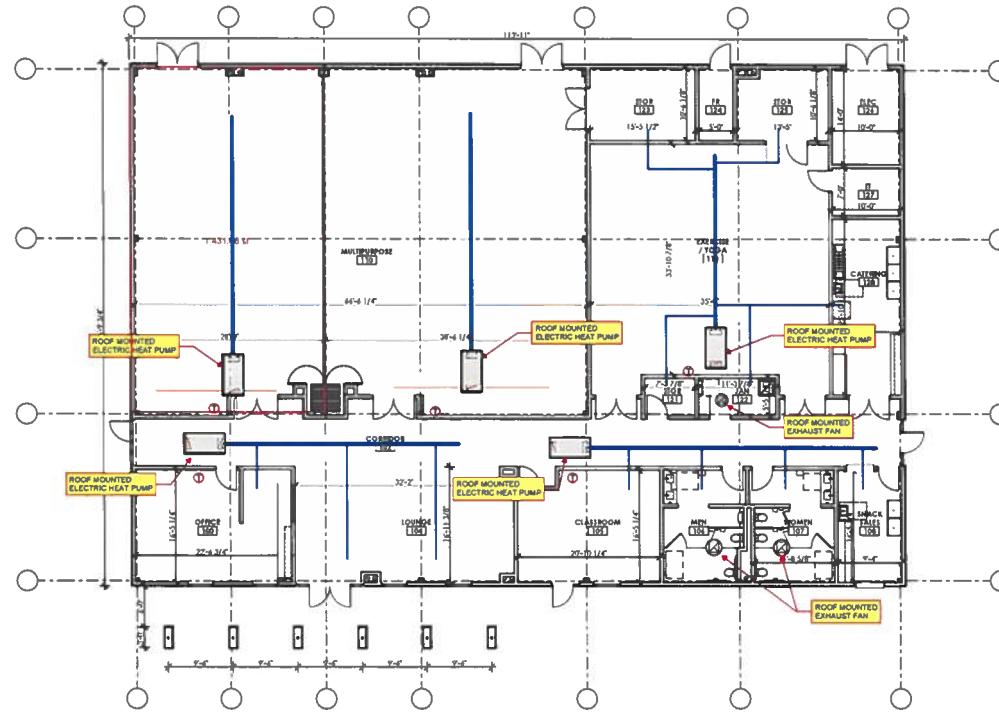
###### *Plumbing Fixtures*

- The plumbing fixtures will be water conserving, commercial grade to match the occupancy of service. Kitchen fixtures will have 1.0 GPM 3-compartment sink faucets, and 0.35 GPM lavatory faucets.

END OF NARRATIVE





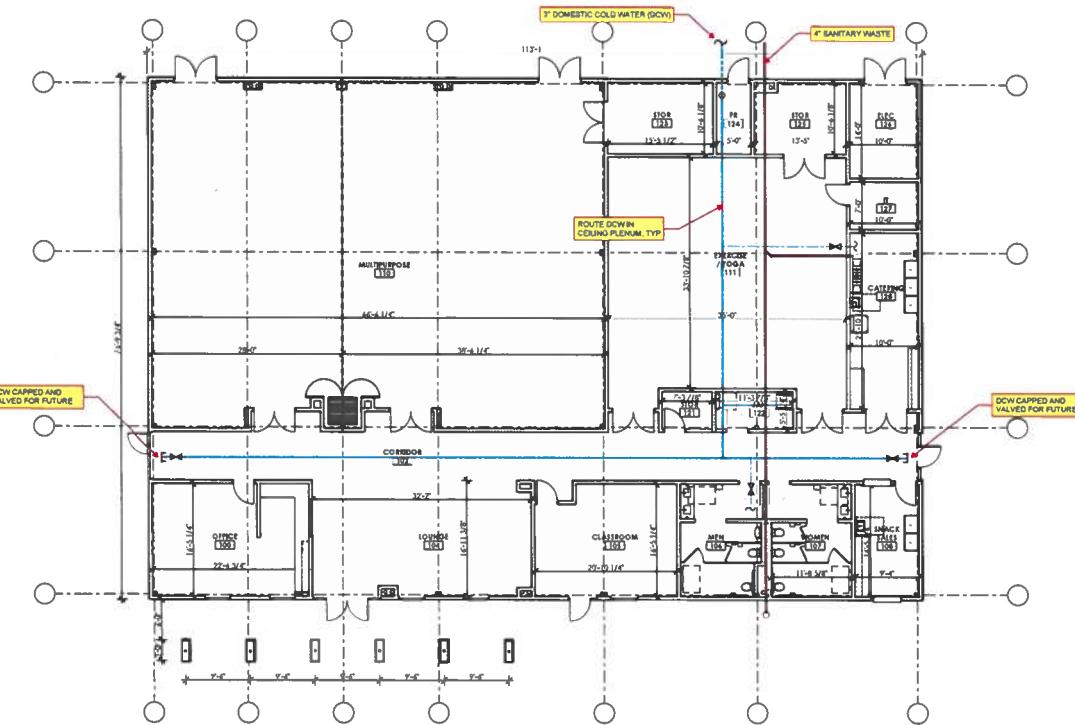


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MECHANICAL SYSTEM PLAN M121

OCTOBER 7, 2024

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PWP #NT-2023-140  
DESIGN-BUILD Construction of a Civic/Community Center  
Pahrump, Nevada

## DESIGN NARRATIVE

### ELECTRICAL, FIRE ALARM, AND SYSTEMS

*Narrative discusses the design and construction with conceptual level information regarding material and system quality, and sustainability. The proposal clearly defines the proposed scope and quality levels that the design-build team is offering in enough detail for the County to understand whether or not the proposal meets or exceeds the minimum proposal requirements. Narrative provides information relevant to power, sizing/ demand, emergency power, lighting, and telecommunications. Narrative describes selected systems and components proposed in terms of maintenance considerations, operability, durability, sustainability, and energy consumption.*

**Design standards and codes:** Electrical and communications design and construction will comply with the RFP. Electrical and communication systems will be per the current IBC, NEC and IECC. Fire alarm will be designed to meet requirements of NFPA, IBC, and International Fire Code.

**Energy compliance and sustainability:** As part of our design effort, COMcheck will be utilized to verify compliance with IECC and ASHRAE standards.

**Drawings:** Lighting photometrics will be provided for both exterior and interior spaces. Emergency egress calculations will be performed using the same software as normal calcs. Electrical drawings will be created depicting incoming power distribution, interior power distribution, branch power and devices, lighting and controls, circuiting, panel schedules, and applicable details. Communication drawings will show inside plant conduit and cabling plans, riser diagrams, telecom and server room details, rack layouts, device layouts, cabling schedules, and equipment elevation details. Audio visual and security devices will also be referenced on these plans. Riser/wiring diagrams and equipment schedules will be provided for all systems.

**Site Power:** Currently there is a 150kva 3P 120/208V Valley Electric (VEA) transformer located on site. The transformer along with a small service panel currently feeds the existing parking lot lighting. To save dollars on the project budget, we propose to leave that equipment in place. Our team will verify the parking lot lighting currently is controlled via a timetclock and photocell on or at dusk/off at dawn operation. If not, we will provide. Under the Phase 1 work, we propose a new 400A 3P 4W 277/480V service for the building. It will be in the main electrical room at the Northeast corner of the building. During our discussions with VEA, they proposed feeding the building on the North side of the existing overhead line that currently runs down Fox Avenue. A service user will drop the primary down the nearest pole, transition underground in (1) 4" PVC conduit, and feed over to a new transformer location behind the building. (2) 4" plus (1) 4" spare shall be provided for secondary feeder from the transformer to the main service. If phases 2-4 are accepted the service size will increase along with the secondary feeders and the VEA transformer size (see "Building Electrical" for proposed services increases).

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**Site Communication:** New communication service will be supplied by the internet service provider (ISP) of Nye County's choice. No existing communication utilities were found during a recent site walk. Options for extending service will be explored once an ISP is identified.

**Site Lighting and Electrical:** Eight (8) parking lot poles are existing on site. To further assist with the project budget we intend to leave those poles in place. A site photometric of the fixture locations has been performed and found, assuming at least a 24000 lumen fixture, the existing fixtures in their current locations produce 0.1 footcandles minimum and 1.5 footcandles average. Since the manufacturer and model numbers are unknown our designers made conservative assumptions on lumens and optics. After award, our technicians will inspect the existing lights for proper function. If any issues are found, they will be brought to the attention of the County. A new flagpole will be installed between the parking lot and the building. It will be illuminated via four (4) in-ground well lights. Power and control will be from the existing panel on site. Three (3) car chargers will be provided at parking spaces near the building. They will be level 2 pedestal type and fed from the main building house panel. Phase 1A of our proposed building upgrades includes the outdoor events area. As part of this add option, festoon lighting will span from the building to the opposite exterior wall. In addition, power will be provided for outdoor entertainment at 30A 208V and 20A 120V. Connection to swamp coolers for the outdoor event area will be provided via (2) 20A 120V outlets.

**Building Electrical:** Service entrance will be secondary power feeders from a pad mounted transformer (transformer furnished and installed by VEA). Main service panel (MS) shall be 400A 3P 4W 277/480V with a single master meter. Service shall include a surge suppression device and appropriate grounding as required by NEC. MS shall include breakers to feed rooftop mechanical equipment at 277/480V. A 75kva 480-120/208V dry type transformer shall be provided to feed a 225A 3P 4W 120/208V panel. For lighting a 100A 277/480V panel will be provided. Emergency lighting will be fed from a central inverter. All electrical distribution equipment shall be located in the main electrical room. If phases 1 and 2 are taken the service increases to 600A. If phases 1, 2, and 3 are taken then the service increases to 800A. If phases 1, 2, 3, and 4 are taken the service increases to 1000A. If all phases are taken the service increases to 1200A. Additional downstream panels and transformers will be provided for the added phase areas.

**Building Lighting:** Exterior building fixtures will provide a welcoming atmosphere as well as lighting for safety and security. Fixtures mounted to the underside of the front canopy will illuminate the main entry. Wallpacks installed on the sides and rear will eliminate any dark spots around the building. Code required egress lights will be installed over all exit doors. Interior lighting will match the building design elements and sufficiently brighten all spaces. The main entrance lobby and circulation spaces will feature pendant mounted cylinder fixtures installed through the structural elements. In the lounge we will utilize recessed downlights in the acoustical ceiling. Offices, classroom, catering, snack sales and exercise rooms will receive recessed 2x4 volumetric troffers. The restrooms will have recessed downlights with trim for the drywall lid ceiling. In the multipurpose room our designers have selected a high performance 2x4 troffer to achieve light levels appropriate for the various space uses. To accommodate the 16' mounting height, fixtures will be spaced and provided with light distribution to effectively illuminate the room. Storage, IT, mechanical and electrical rooms shall receive 4' LED strip lights pendant hung from the building structure.

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All fixtures will be LED and provided with proper lumen levels and color temperatures to fit each space and use.

Lighting controls will be a user-friendly system that provides flexibility and energy efficiency. Main entry and circulation areas will be controlled via a relay panel programmed to match the building usage schedule. Offices, classroom, and exercise areas will receive ceiling mounted dual technology occupancy sensors with wall controls for manual on/off. Fixtures will automatically turn off after an appropriate time period. The multipurpose room will have controls in two locations to allow for combining or splitting the space. Switches shall allow for multiple scenes including reducing lighting during performances or presentations.

Phase 2A shall include additional 2x4 lighting and controls for the Senior Center. Downlights will be added for accent in certain spaces. Corridor pendants shall be included for the corridor extension. Phase 3 shall include 2x2 fixtures with tempered glass lenses for the racquetball court. Controls shall be via spring wound timers located on the corridor side on the nearest stud wall. Phase 4 shall include impact resistant high bay fixtures in the gymnasium. Controls will be from the central relay panel with a manual override located at the Gym entrance. Locker rooms shall receive recessed downlights. Controls via dual technology sensors with an override at the entrances. Phase 4A will include 2x4 recessed fixtures with wipe down lenses for the kitchen area.

**Communication/Data/AV:** For telecommunications, a rack with 19" mounting rails will be provided. The rack will contain patch panels, ground bar, and wire management. A Cat6 horizontal cabling solution will be provided. Conduit subas will be provided from each outlet location to above the ceiling. J-hooks will be utilized to support cable the remainder of the route to the MTB. Data outlets shall be provided at the office, lounge, and classroom. In addition, cabling shall be provided to several locations for owner-furnished wireless access points (WAP). The Audio Visual system shall include (3) projectors and screens in the multipurpose room. In addition, in-ceiling speakers tied back to an AV rack shall be provided in the exercise room. Power outlets and Cat6 cable shall be provided to TV locations at the multipurpose room, exercise, classroom, and lobby/lounge. A Cat6 cable and receptacle shall be provided in the lobby for owner furnished digital marquee signage. In Phase 1A outlets shall be provided at the patio entertainment area for data and an exterior WAP. In Phase 2A, data outlets will be provided at WAP and TV locations in the Senior Center. In Phase 4, data, power, and spare conduit will be provided at a score's table/announcer/presenter location between bleachers. Additionally, power and data will be installed for an owner furnished scoreboard. Speakers will be provided for music/announcer routed to an AV rack in the storage room.

**Security:** Building security shall consist of access control, intrusion, and close circuit television (CCTV). An intrusion alarm system will be installed that includes door contacts at all exterior entry/exit, glass break devices at all spaces with exterior windows, and motion sensors at select locations. A keypad/programming station will be provided at the main entrance and one other owner-designated location. For access control a proximity card reader shall be provided for the classroom, exercise, multipurpose, and IT closet. System shall be PC-based with startup software, and programming included. A card printer will be provided. CCTV shall include three (3) exterior cameras mounted on parking lot poles and three (3) cameras for the building. The Phase 1 building locations shall be the main lobby, multipurpose, and exercise room. The system shall be web-based with IP cameras fed via Cat6 cable. Footage will be transmitted directly to a remote server.

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ELECTRICAL NARRATIVE E000

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accessible through an internet connected PC. Data and storage will be managed in the cloud. Startup, software, and licenses will be included. Phase 1A shall add one more camera at the outdoor patio. Phase 2A adds one more camera and card reader for the Senior Center. Phase 4 adds a camera for the gymnasium. Phase 4A adds a card reader for the commercial kitchen.

**Fire Alarm:** The building shall be protected by an addressable fire alarm system that meets the requirements of NFPA, state, and local codes. Wiring shall be via MC cable. System shall include pull stations, horn strobes, smoke detectors, and monitor modules. Water flow and tampering will be monitored at the sprinkler room. A main panel shall be installed in the electrical room with an annunciation located in the main lobby. Communication will be via a radio dialer. Monitoring is via a separate agreement. Additional phases will feature more of the same devices and equipment.

**General:**

Power distribution equipment sizing was arrived at through calculations utilizing NEC guidelines and loads for mechanical and plumbing equipment as provided by our design partners. Lighting will carry a 10-year warranty. LED drivers a 5-year warranty. Branch wiring will be in conduit.  $\frac{1}{2}$ " minimum for lighting and power. Conduit for communication will be 1" minimum stubbed to accessible ceiling. Conduit for ACS and IDS will be  $\frac{1}{2}$ " minimum stubbed to accessible ceiling. Conduit for CCTV will be 1" to each camera stubbed to accessible ceiling.

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MAY 30, 2024

**aptus**

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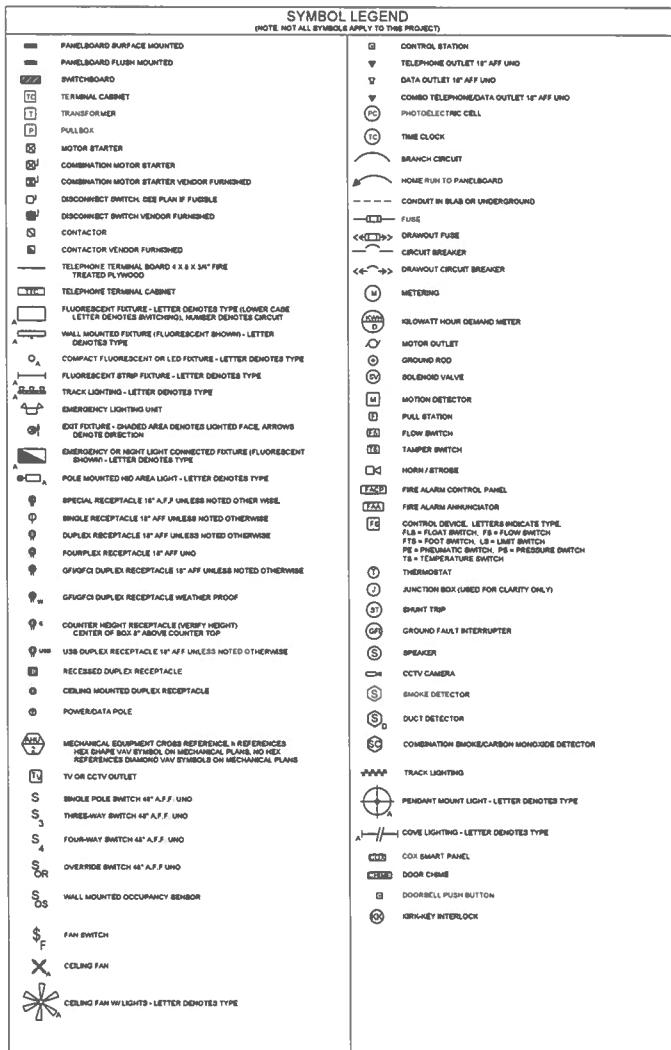
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ELECTRICAL NARRATIVE E001

OCTOBER 7, 2024

GENERAL NOTES	
1. ALL ELECTRICAL WORK SHALL BE PERFORMED PER ALL APPLICABLE ELECTRICAL STATE AND LOCAL LAWS AND REGULATIONS, INCLUDING THE LATEST EDITION OF THE IEC.	
2. ALL CIRCUITS SHALL BE IN CONDUIT, ARMOR-CLAD CABLE (TYPE MC) SHALL BE USED FOR ALL BRANCH TYPE CIRCUITS AND EQUIPMENT CONNECTIONS.	
3. FUSES AND CIRCUIT BREAKERS SHALL BE SIZED PER ACTUAL NAMEPLATE OF EQUIPMENT.	
4. PROVIDE HIGH POWER SERVICE IN ACCORDANCE WITH THE REQUIREMENTS OF THE REVENGE UTILITIES. POWER SERVICES AND DISTRIBUTION SYSTEM INC. RATING SHALL EXCEED MAXIMUM AVAILABLE FAULT CURRENT THROUGH UTILITY SERVICE TRANSFORMER.	
5. ALL DISTRIBUTION EQUIPMENT SHALL BE CLEARLY IDENTIFIED AND CIRCUIT PANEL BOARD DIRECTORIES SHALL BE TYPED.	
ABBREVIATIONS	
A	AMPERES
AFF	ABOVE FINISHED FLOOR
AFO	ABOVE FINISHED GRADE
AL	ALUMINUM
ATS	AUTOMATIC TRANSFER SWITCH
AV	AUDIO/VIDEO
BKR	BREAKER
C	CONDUIT
Ckt	CIRCUIT
C.O.	CONDUIT ONLY
CU	COPPER
Dwg	DRAWING
ELEC	ELECTRICAL
E	EXISTING
EDIST	EXISTING
GFI	GROUND FAULT INTERRUPT
GND	GROUND
J-BOX	JUNCTION BOX
KVA	KILOVOLT AMPS
kW	KILOWATT
LTO	LIGHTING
MCB	MAIN CIRCUIT BREAKER
MLO	MAIN LUG ONLY
NTB	NOT TO SCALE
PBL	PANEL
PWR	POWER
TYP	TYPICAL
V	VOLTS
VA	VOLT AMPS
WP	WEATHER PROOF
XFMR	TRANSFORMER

Sheet List Table	
Sheet Number	Sheet Title
E0.001	ELECTRICAL COVER SHEET
E0.002	SINGLE LINE DIAGRAM
E1.001	ELECTRICAL SITE PARKING LOT PLAN
E1.002	ELECTRICAL SITE PARKING LOT PLAN PHOTOMETRIC
E1.003	ELECTRICAL SITE BUILDING PLAN
E2.000	LIGHTING PLAN
E2.002	PHOTOMETRIC PLAN
E3.000	POWER PLAN
E3.002	ROOF POWER PLAN
E4.000	SYSTEMS PLAN
E6.000	LIGHTING FIXTURE SCHEDULE

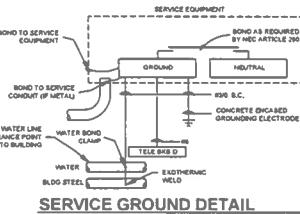
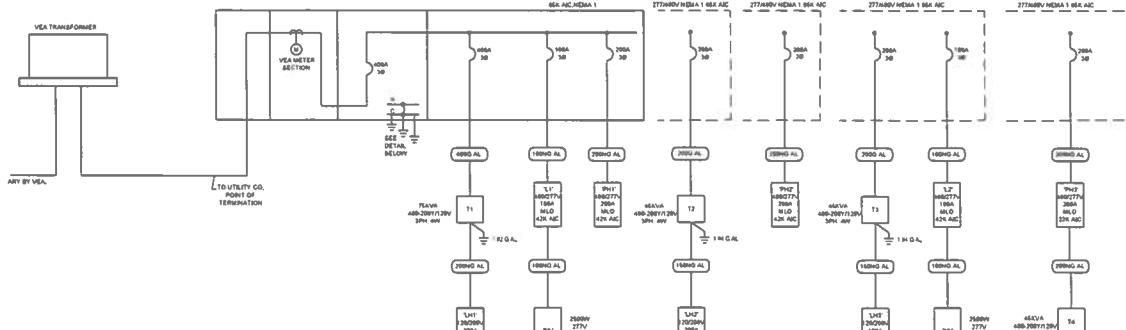


SPECIFICATION 26 09 00

- The drawings are diagrams unless indicated otherwise. The drawings reflect drafting only and are not depicting actual conduit routing unless specifically noted otherwise.
- In all cases, fixtures supporting lighting are to be located on the other side of doors. Locations indicated for fixtures and outlets are approximate. Owner may make minor modifications at no additional charge.
- All work shall be in accordance with the 2017 NBC with local amendments and local governing codes.
- All work shall be completed in a neat and workmanlike manner and in accordance with NECA standards.
- Material and equipment shall be new and of current production by manufacturers regularly engaged in the manufacture of such items. All materials shall be UL listed.
- Inspection shall be by use of MC.
- FMC shall be used for final connection to lighting fixtures not to exceed 72 inches.
- All feeders shall be aluminum conductors, in conductors where noted on the drawings.
- Liquid-Tite FMC shall be used for final connection to motor.
- Schedule 40 PVC shall be used for final connection to motor.
- Minimum wire size shall be #12 AWG.
- Unless otherwise required by local ordinance, for a 120/208 volt system, ground wires shall be green, neutral wires shall be white (120V) and phase wires shall be black (Phase A), red (Phase B), and blue (Phase C). For 277/480 volt system, phase wires shall be brown (Phase A), orange (Phase B), and yellow (Phase C), gray for neutral wire and green or green with yellow stripes for ground.
- All cables shall conform to the current standards: Insulated Cable Engineers Association (ICEA); Institute of Electrical and Electronic Engineers (IEEE); National Electric Code (NEC); Underwriters Laboratories (UL); and Association of Edison Illuminating Companies (AEIC), where applicable.
- Conductors shall be provided for all outlets, receptacles, telephone and data outlets and branch panels for unpaired outlets. Plates shall be plain and match device color. Devices mounted outdoors shall be rated with face and cover or grills with yellow stripes for ground. All devices shall be white in color unless otherwise indicated.
- Wires termination for all panelboards, feed centers and circuit breakers shall be listed as suitable for 75 degrees C.
- Bus bars shall be aluminum.
- Safety outlets shall be General Duty type (NEMA 1 indoor and NEMA 5R outdoor).
- Provide ground connection for all conductors. Conduct, cable and wire may be used for grounding for 26A branch circuits only when required by local code. All FMC and power conductors shall have a separate ground wire.
- Lighting fixtures shall be shown on the lighting fixture schedule.
- Verify coding construction before ordering required units.
- Provide proper storage and hanging as required.
- Provide lamps for all fixtures.
- Each switch, light, receptacle or other outlet shall be provided with a metal outlet box. Junction and pull boxes shall be metal. Pull boxes shall be black. Pull rings shall be red to provide not more than 15° from wall surface to ring. In no case shall plaster ring project more than 1/8" from wall surface.
- Underwriters Laboratories shall be listed on the plans. For Alarm System, all conduct, wiring, boxes, equipment, etc., shall be furnished and installed by the Fire Alarm Control Contractor. Voids 120V and smoke detectors as required by code to shut down HVAC until detector is furnished and installed by mechanical.
- Close all openings in walls, floors, and roofs.
- Provide engraved plastic inscriptions on all equipment and install legend directory in panelboards. Panelboards shall be listed with three line black plastic inscriptions with white core, 1/4" letters. Nameplates shall identify panel, voltage, and fed from, i.e., "Panel A" 120V/240V, 30 A", "fed from DPA".
- Coordinate the work with other trades.
- Magger test oil header crimp and insulation.
- Install 200 pound test pull pull sets in all signal and communication conduits.
- Install outlets at 4' AFF and receptacles at 1' AFF unless noted otherwise. Install switches and outlets that are above counters per ADA requirements.
- Pendant and head covers shall be installed with the top of the cabinet 6"= AFF.
- Lighting fixtures shall be fastened in the structure independent of the ceiling system.
- Canopies with integral engineer or light fixture weighing more than 75lb, for support required. OC to provide support, bracing, etc as required.
- Floor mounted electrical equipment shall be mounted on a 4" high heavy-duty pad extending 6" beyond equipment. Heavy-duty pad provided by owner.
- Install pullbox such that they are located at the high point of the conduit with 24" of pre-drilled installed holes.
- Conduit terminating floor shall be installed a minimum of 2' AFF.
- Label all splices and/or buildings at both ends with identification of location at the opposite end.
- Request inspections from Local Governing Authorities.
- Provide reproducable record drawings of all completed work.
- Quarantine all material handled and all workmanship performed for a period of one year from the date of final acceptance of the work. Any defects developing within this period, traceable to material furnished as a part of this Section or workmanship performed hereunder, shall be made good at no additional expense to the Owner.

We offer this proposal for the consideration of Nye County. We consider the contents  
"proprietary information", which is to remain confidential between Nye County and The Korte Company.

ELECTRICAL COVER SHEET E0.001

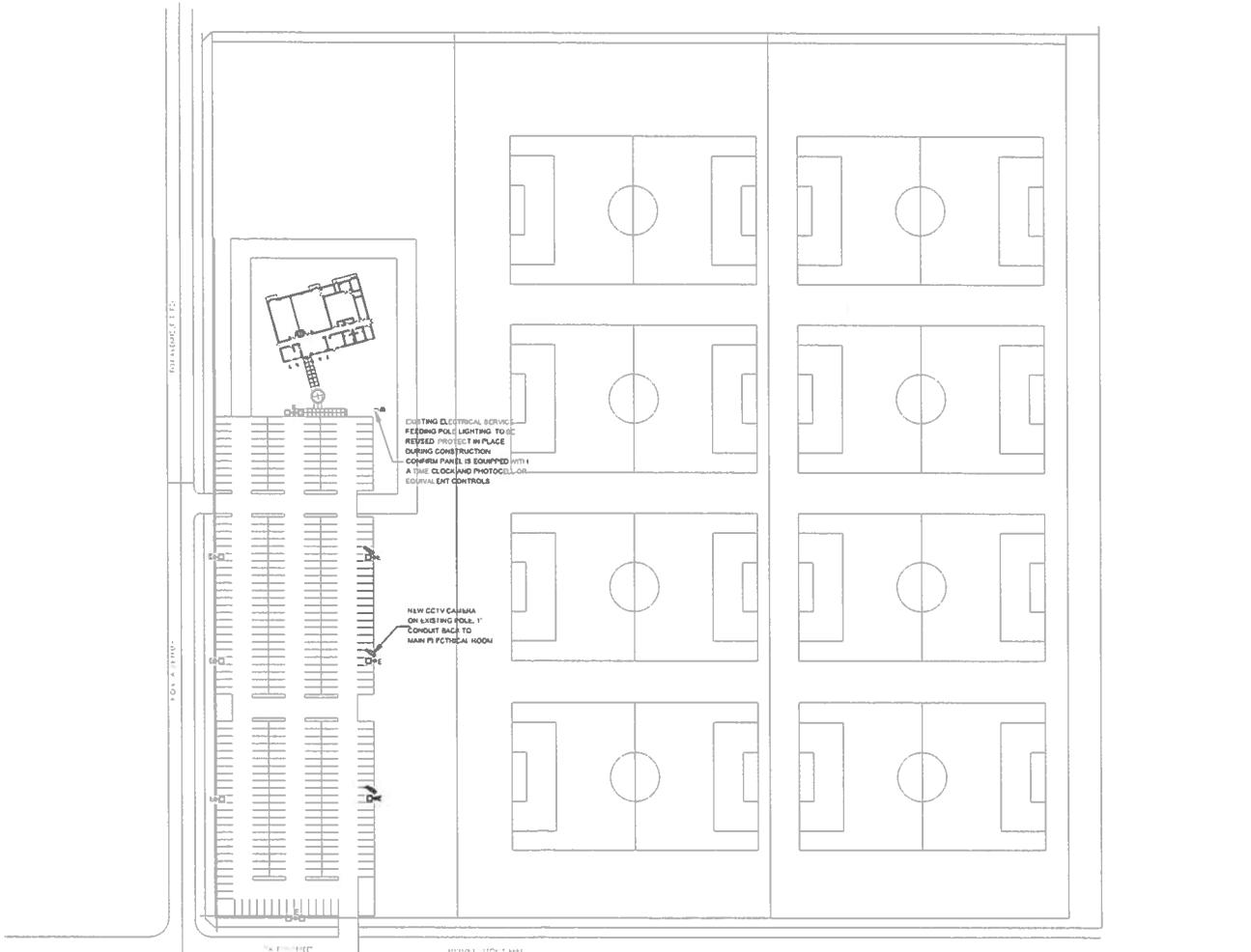


**SINGLE LINE DIAGRAM**

We offer this proposal for the consideration of Nye County. We consider the contents "proprietary information", which is to remain confidential between Nye County and The Korte Company.



ELECTRICAL SINGLE LINE DIAGRAM E0.002



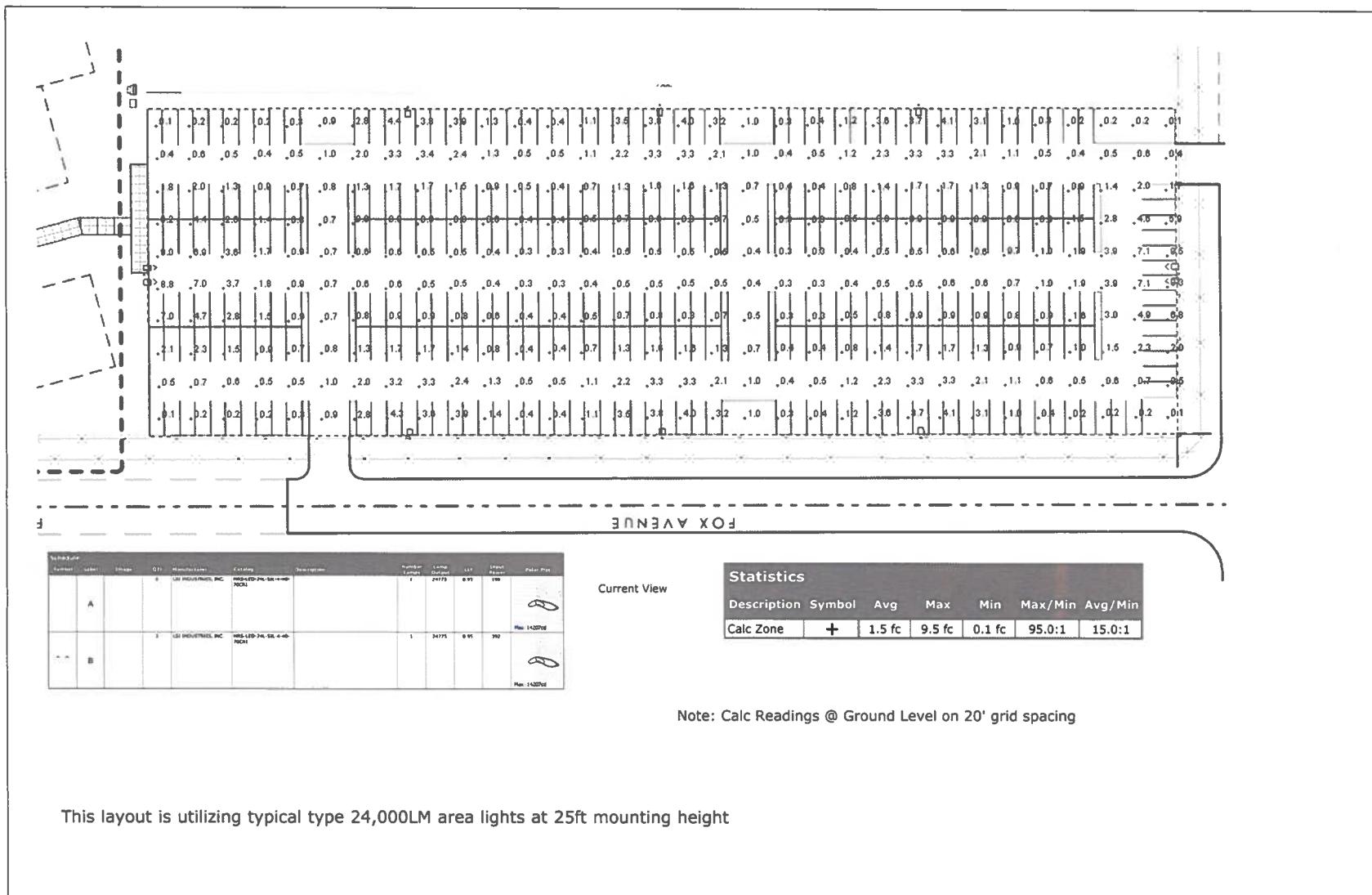
### ELECTRICAL SITE PARKING LOT PLAN

SCALE: 1/8" = 1'-0"

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"proprietary information", which is to remain confidential between Nye County and The Korte Company.

ELECTRICAL SITE PARKING LOT PLAN E1.001

OCTOBER 7, 2024

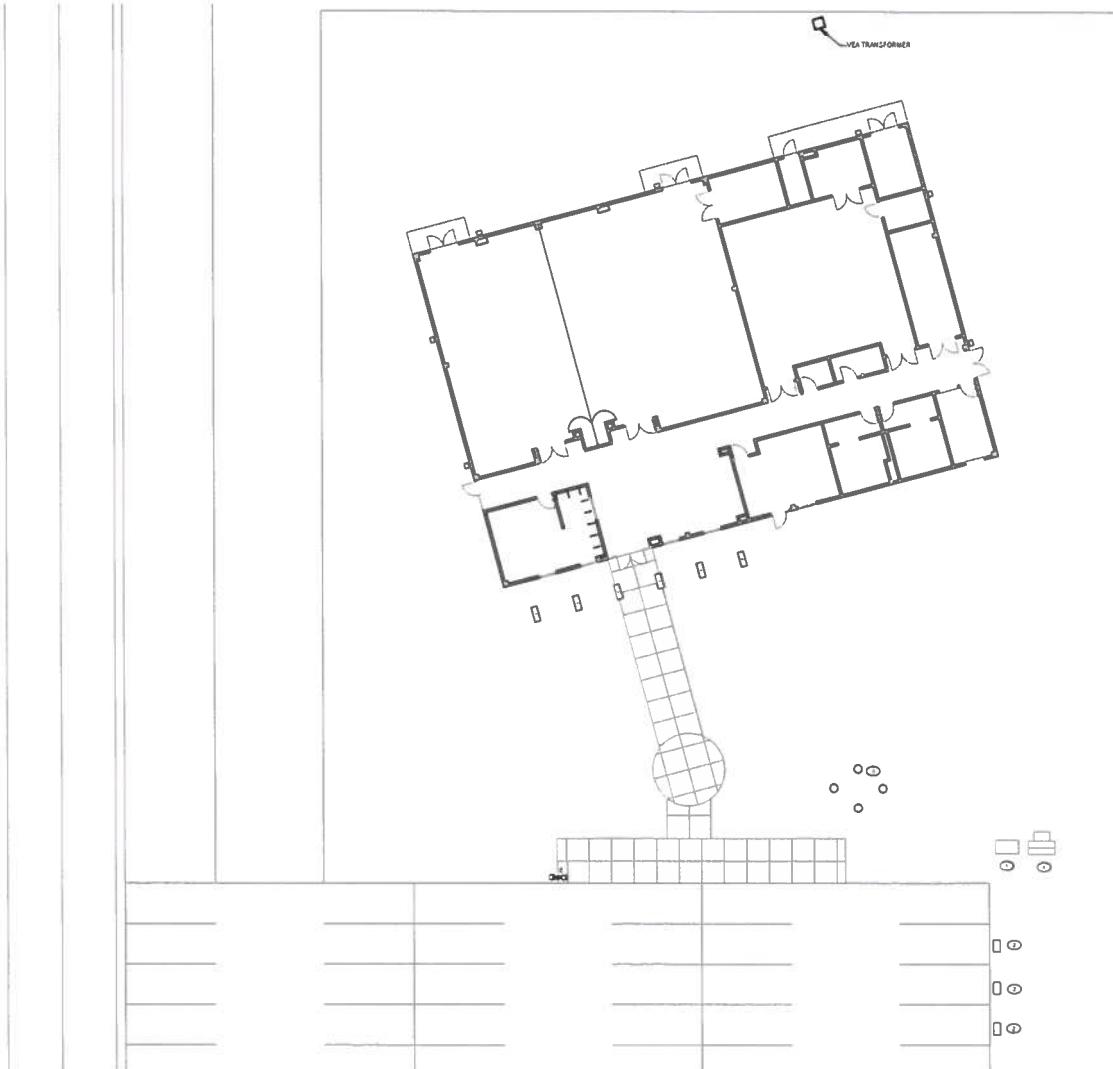


This layout is utilizing typical type 24,000LM area lights at 25ft mounting height

#### ELECTRICAL SITE PARKING LOT PLAN PHOTOMETRIC

We offer this proposal for the consideration of Nye County. We consider the contents "proprietary information", which is to remain confidential between Nye County and The Korte Company.

ELECTRICAL SITE PARKING LOT PLAN PHOTOMETRIC E1.002



#### KEY NOTES

- ① EXISTING ELECTRICAL SERVICE PANEL.
- ② NEW LEVEL 2 CAR CHARGER, FEED 1" W SR. LNB TO PANEL, LPA.
- ③ FLAGPOLE UPLIGHTING.
- ④ EXISTING ELECTRICAL TRANSFORMER.

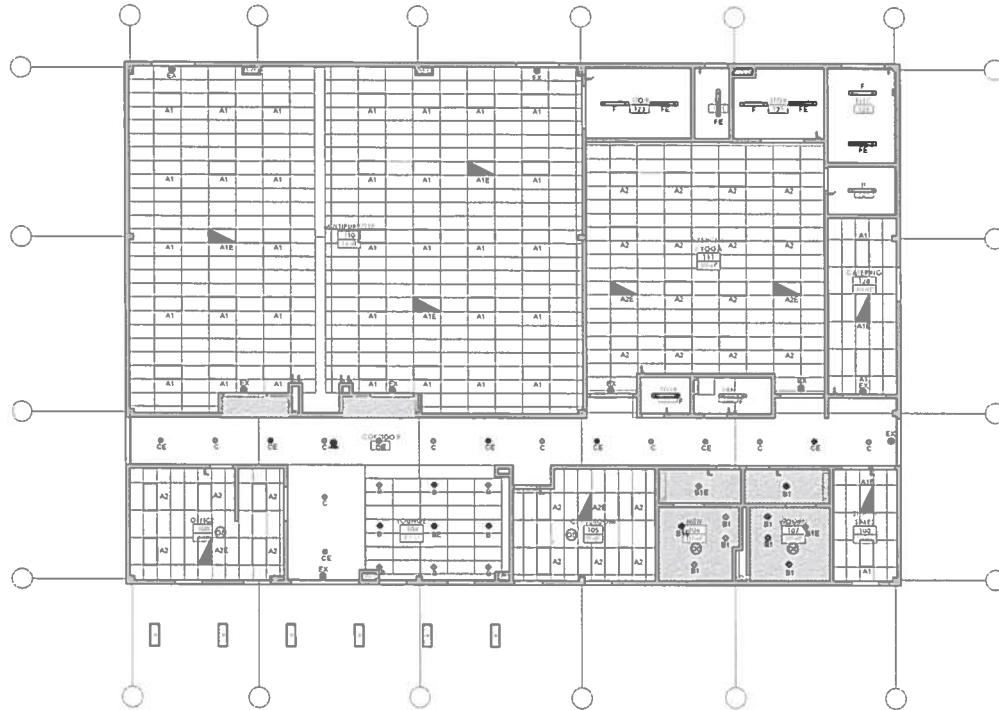
#### ELECTRICAL SITE BUILDING PLAN

SCALE 50'2" x 10'

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"proprietary information", which is to remain confidential between Nye County and The Korte Company.

ELECTRICAL SITE PARKING LOT BUILDING E1.003





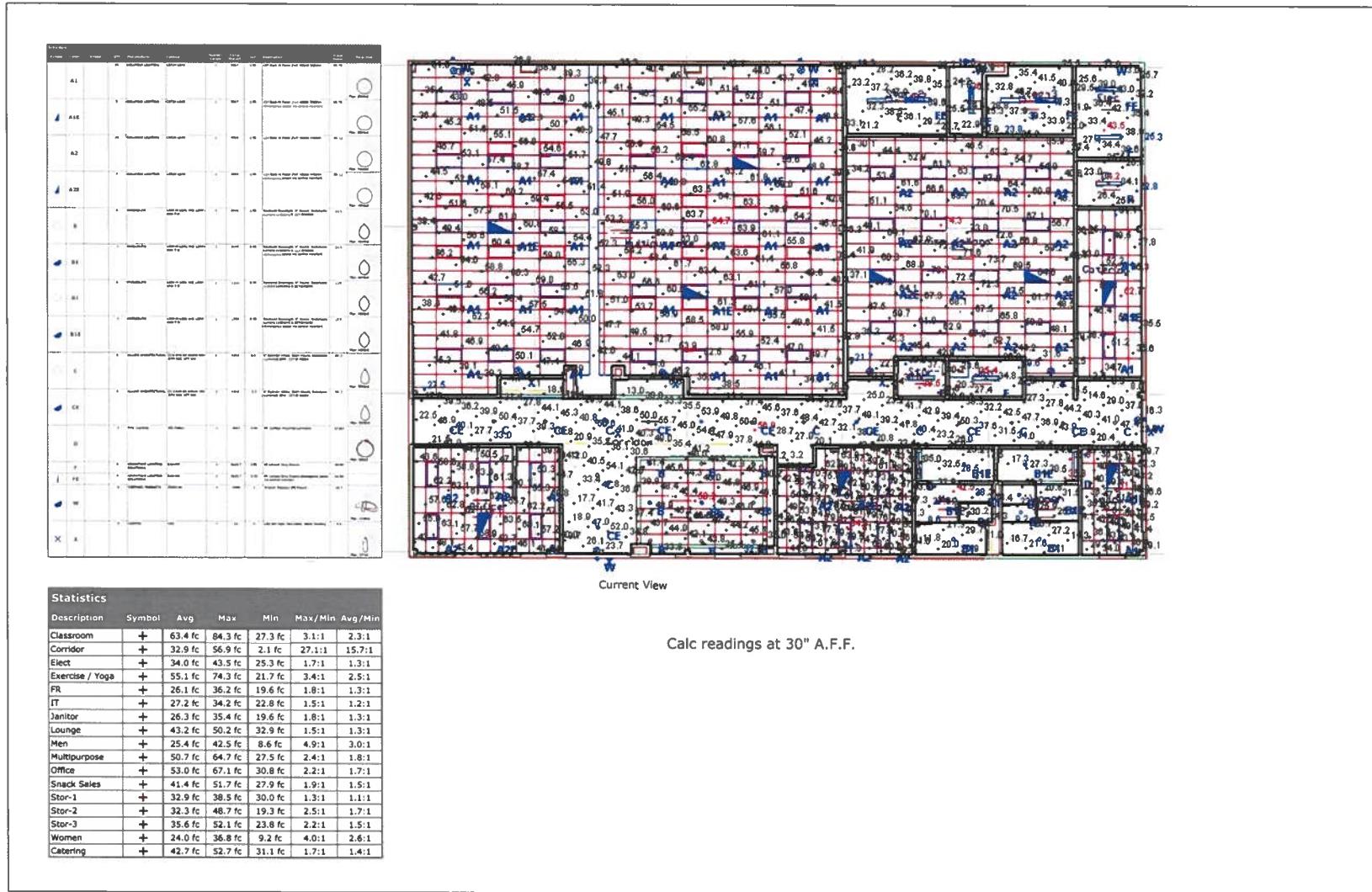
#### SYMBOL LEGEND

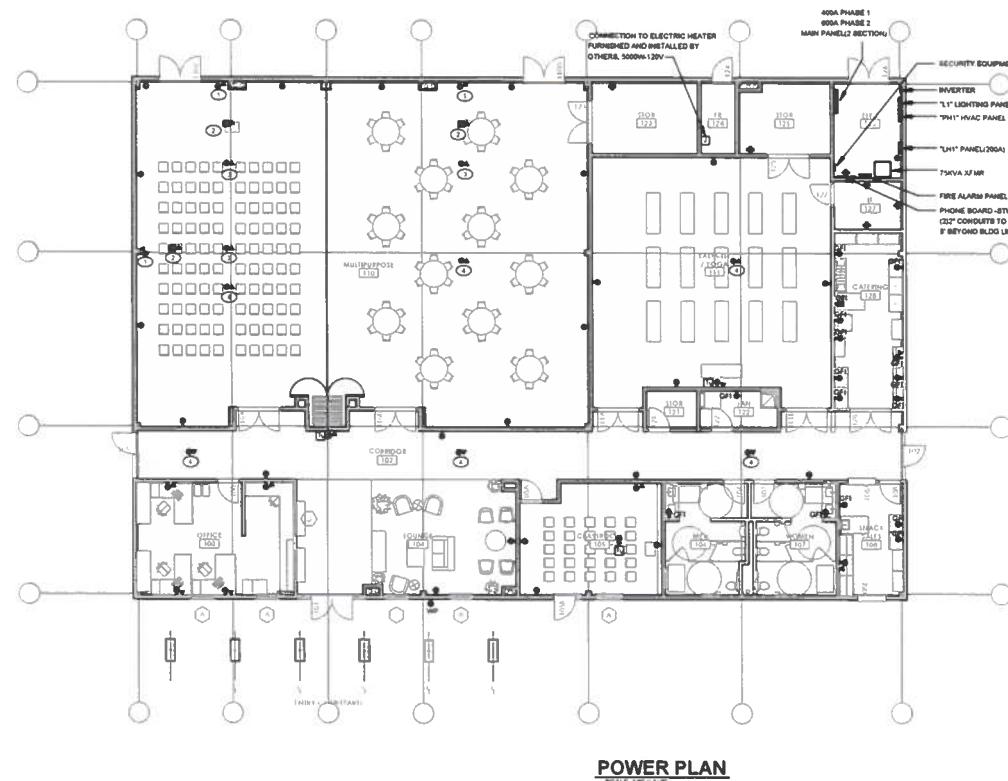
- WALL MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR
- CEILING MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR
- MULTI-SCENE CONTROLLER SWITCH
- 4 CIRCUIT RELAY CONTROL PANEL

#### LIGHTING PLAN

SCALE 1/8" = 1'-0"







### KEY NOTES

- ① MOTORIZED SCREEN POWER AND DATA
- ② COMBO FLOORBOX POWER AND DATA
- ③ PROJECTOR POWER AND DATA
- ④ WAP POWER AND DATA

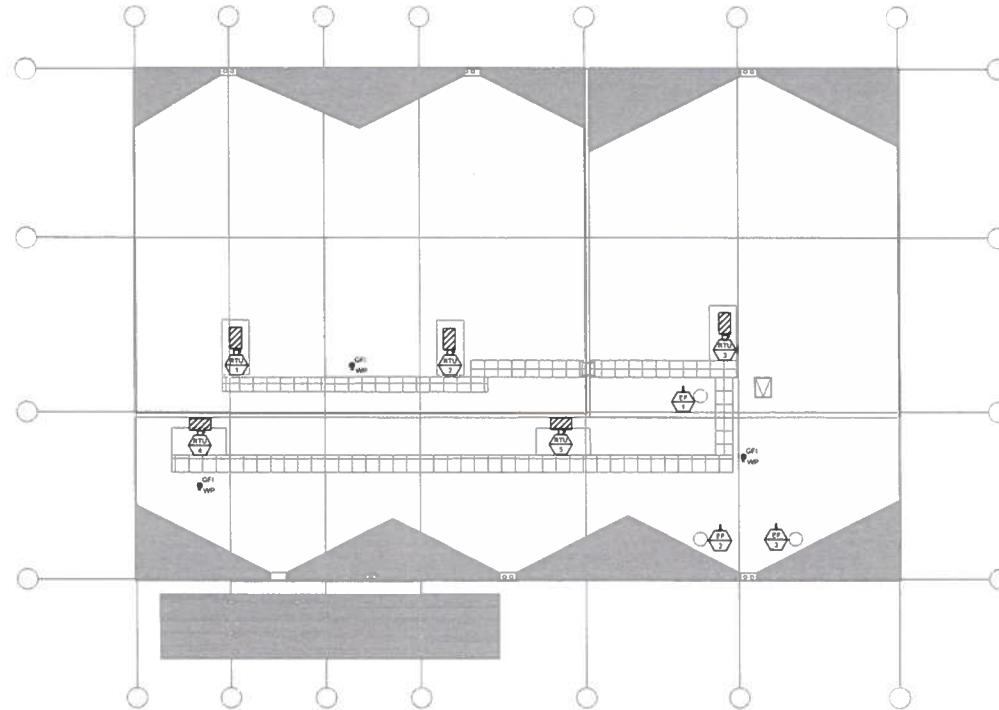


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POWER PLAN E3.000

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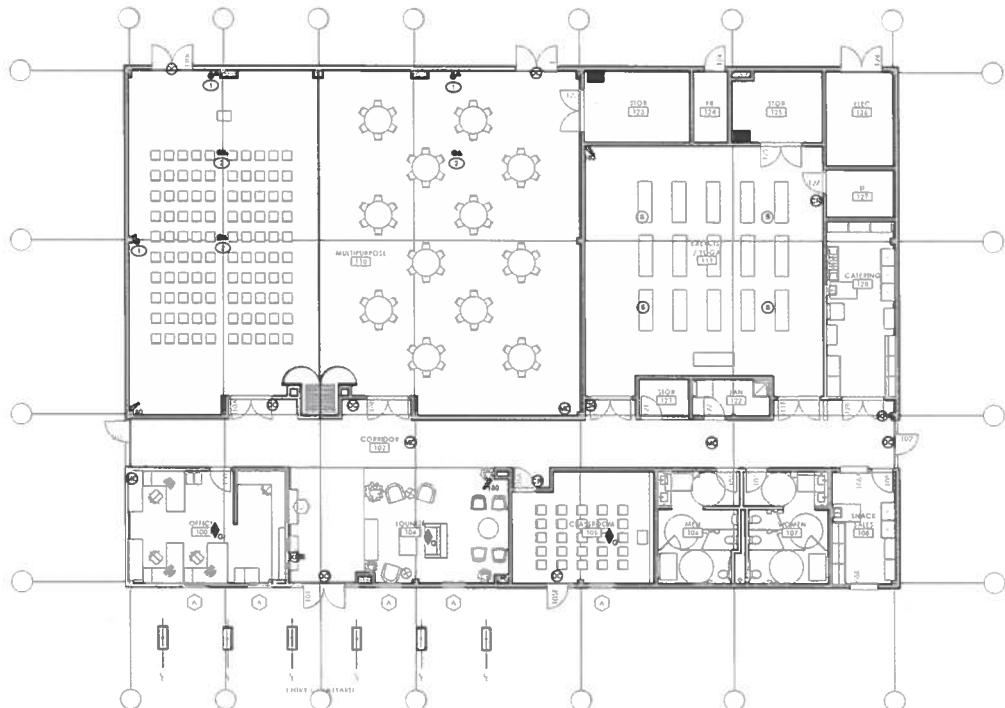
OCTOBER 7, 2024



ROOF POWER PLAN

SCALE: 1/8" = 1'-0"





### SYSTEMS PLAN

SCALE: 1/8" = 1'-0"

#### KEY NOTES

- ① MOTORIZED SCREEN POWER AND DATA
- ② PROJECTOR POWER AND DATA

#### SYMBOL LEGEND

- ③ INTRUDER DETECTION DOOR CONTACT
- ④ INTRUDER DETECTION MOTION SENSOR
- ⑤ INTRUDER DETECTION GLASS BREAK
- ⑥ INTRUDER DETECTION KEYPAD
- ⑦ ACCESS CONTROL CARD READER
- ⑧ CCTV CAMERA
- ⑨ SOUND SYSTEM SPEAKER
- AV RACK





FIXTURE ID	DESCRIPTION	CATALOG NUMBER	LAMP CITY	LAMP WATTAGE	FIXTURE WATTAGE	LAMP TYPE	VOLTAGE
A1	CRT BACK-LIT PANEL 27"X4' 4000K \$500/LAH	CRT24-L540	1	49.79	49.79	LED	277
A1E	CRT BACK-LIT PANEL 27"X4' 4000K \$500/LAH (EMERGENCY POWER VIA CENTRAL INVERTER)	CRT24-L540	1	49.79	49.79	LED	277
A2	CRT BACK-LIT PANEL 27"X4' 4000K 4600LAH	CRT24-L540	1	39.12	39.12	LED	277
A2E	CRT BACK-LIT PANEL 27"X4' 4000K 4600LAH (EMERGENCY POWER VIA CENTRAL INVERTER)	CRT24-L540	1	39.12	39.12	LED	277
B	RECESSED DOWNLIGHT, 6" ROUND, SWITCHABLE LUMENS(1000)W/CCT (@4000K)	LBRP-M-L540_WD-LBRP-6RD-T-D	1	23.5	23.5	LED	277
BE	RECESSED DOWNLIGHT, 6" ROUND, SWITCHABLE LUMENS(1000)W/CCT (@4000K) (EMERGENCY)	LBRP-M-L540_WD-LBRP-6RD-T-D	1	23.5	23.5	LED	277
B3	RECESSED DOWNLIGHT, 6" ROUND, SWITCHABLE LUMENS(1500)W/CCT (@4000K)	LBRP-M-L551_WD-LBRP-6RD-T-D	1	33.9	33.9	LED	277
B3E	RECESSED DOWNLIGHT, 6" ROUND, SWITCHABLE LUMENS(1500)W/CCT (@4000K) (EMERGENCY)	LBRP-M-L551_WD-LBRP-6RD-T-D	1	33.9	33.9	LED	277
C	6" CYLINDER WHITE, STEM MOUNT, SELECTABLE LUMENS(20W) CCT (@4000K)	CY-6-BD-60-AW-WH-STM-REC-XFT-WH	1	39.3	39.3	LED	277
CE	6" CYLINDER WHITE, STEM MOUNT, SELECTABLE LUMENS(20W) CCT (@4000K) (EMERGENCY)	CY-6-BD-60-AW-WH-STM-REC-XFT-WH	1	39.3	39.3	LED	277
D	HF SURFACE MOUNTED LUMINAIRE	WFS-240G2	1	32.067	32.067	LED	277
F	HF LENSED STRIP FIXTURE	14A-N4C	1	43.09	43.09	LED	277
FE	HF LENSED STRIP FIXTURE (EMERGENCY POWER VIA CENTRAL INVERTER)	14A-N4C	1	43.09	43.09	LED	277
W	EXTERIOR MAANDOOR EM FIXTURE	CJ50-4E	1	18.7	18.7	LED	277
X	LEED EXIT SIGN, RED LETTER, WHITE HOUSING	CEER	1	0.6	0.6	LED	277

## **CIVIL NARRATIVE**

The first phase of development will include only a portion of the overall 'future' building. The attached grading, water and sewer exhibits reflect the build out of this initial phase only. It is noted that the complete build out of the site has been considered with the initial grading and utility design.

### **Water**

The site is intended to be serviced by utilizing water from the recently built well and reservoir located to the immediate south of the site. It will be serviced by bringing a line that will fill a reservoir tentatively planned to be built north of the new building. It can be metered just off the right of way to the south of the site if necessary. It is currently not understood if the water authority of the recently built well is different than Nye County? Obviously, if the authority is Nye County, then metering will not be necessary. A line from the reservoir will lead to a proposed pump house which will boost both fire and domestic supplies. A fire line will lead to both hydrants and to a riser room for sprinklers in the new building. Smaller domestic pumps will lead to the building for domestic water as well as to a landscaping line which will have a back flow preventer placed on the irrigation line.

The tank, pumps and main line extensions will be sized after the type of construction and current well site parameters are known.

### **Sewer**

Sewer will be provided by a septic and leach field that is to be built by Nye County. It is assumed that the septic and leach field can be built to the northeast of the new building as shown on the attached diagram. The reservoir and pump house will be built at a suitable offset from the leach field in accordance with the Nevada Administrative Code.

### **Site Grading & Retaining Walls**

A preliminary grading plan has been developed by using existing topography that was obtained by a drone and photogrammetric software. As indicated on the attached exhibit, the floor height can be established on a pad of fill (slight). A 24' wide aggregate base roadway will be provided around the building to provide fire department access to fire hydrants and to all portions of the building. The 24' wide road will be established in cut. Drainage will continue to be to the south.

Retaining walls will not be necessary.

### **Flood Control**

The site will follow its historic drainage pattern to the south. Existing condition flow directions will be maintained with development of the site. Flow will continue to enter the existing parking lot to the immediate south of the proposed building.

There is no need for onsite detention as existing condition flows will only be negligibly increased with development of the site.



TAB

4



build smart.™

RFQ NO. 2022-22 / PWP NO. NY-2023-140  
DESIGN-BUILD CONSTRUCTION FOR CIVIC / COMMUNITY CENTER  
PAHRUMP, NEVADA

TAB 4

**BID BOND AND  
ACKNOWLEDGEMENT OF AMENDMENTS**

Please find The Korte Company's executed Bid Bond and Acknowledgement of Amendments following this page.

We offer this proposal for the consideration of Nye County. We consider the contents "proprietary information", which is to remain confidential between Nye County and The Korte Company.



## RESPONDENT'S BOND

### COUNTY OF NYE

KNOW ALL PERSONS BY THESE PRESENTS:

Korte Construction Company Travelers Casualty and Surety  
That we, dba The Korte Company, as PRINCIPAL, and Company of America,  
as SURETY, are held and firmly bound unto the County of Nye, hereinafter called the County, in  
the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE RESPONSE of the  
Principal above named, submitted by said Principal to the County of Nye for the work described  
below, for the payment of which sum in lawful money of the United States, well and truly to be  
made, we bind ourselves, our heirs, executors, administrators and successors, jointly and  
severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed  
the sum of

\$ Ten Percent (10%) of The Amount Bid

Tonopah, Nevada on October 7th 2024 for  
Design Build Construction of a Civic/Community Center Building, Tonopah, NV  
Request for Proposal (RFP) No. 2022-22  
PWP #NY-2023-140

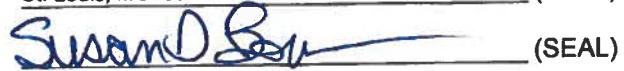
*(Copy here the exact description of work, including location, as it appears on the  
proposal.)*

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the  
time and manner required under the specifications, after the prescribed forms are presented to  
him for signature, enters into a written Contract, in the prescribed form, in accordance with the  
RFP, and files the two bonds with the Department, one to guarantee faithful performance and the  
other to guarantee payment for labor and materials, as required by law, then this obligation shall  
be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the  
Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's  
fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 7th  
day of October, 2024.

Korte Construction Company dba The Korte Company  
5700 Oakland Avenue, Suite 275  
St. Louis, MO 63110 (SEAL)

 (SEAL)

Susan D. Bowman, Secr./Treas./CFO (SEAL)

Principal

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183 (SEAL)

 (SEAL)

Andrew P. Thome, Attorney-in-Fact (SEAL)

Surety

**NOTE: Signatures of those executing for the Surety must be properly acknowledged.**

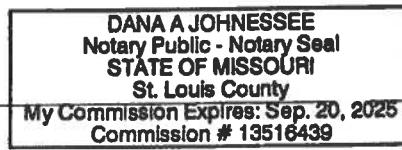
State of Missouri  
County of St. Louis

ss:

On **OCTOBER 7TH, 2024** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** known to me to be Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires



Dana A Johnessee  
Notary Public





Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

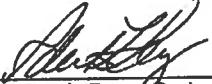
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint ANDREW P THOME of CHESTERFIELD, Missouri, their true and lawful Attorney(s)-in-Fact 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 21st day of April, 2021.



State of Connecticut

By: 

Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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, recognition, 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

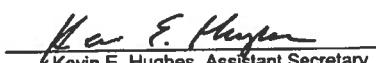
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognition, contract of indemnity, or writing obligatory in the nature of a bond, recognition, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of October, 2024.



Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.*

**REQUEST FOR PROPOSALS NO. 2022-22  
DESIGN BUILD CONSTRUCTION OF A CIVIC/COMMUNITY CENTER  
ADENDUM NO. 1**

**ACKNOWLEDGEMENT OF RECEIPT**

**Receipt of Addendum No. 1 to RFP No. 2022-22 Design Build Construction of a Civic/Community Center to change bid bond requirement.**

**3.10 BONDS**

3.10.1 A response bond in an amount equal to ten percent (10%) of the total response price must be provided to the Nye County Purchasing Division once a Notice of Intent to Award has been issued to the Finalists for Board approval. The bond shall be on the form provided, or on a like form.

The undersign hereby agrees and acknowledges that:

Receipt of addendum MUST be acknowledged and returned with bid package.

DATE:	<u>10/07/2024</u>
FIRM NAME:	<u>Korte Construction Company</u> <u>d/b/a The Korte Company</u>
ADDRESS:	<u>9225 W. Flamingo Road, Suite 100</u> <u>Las Vegas, NV 89147</u>
BY:	<u>Greg Korte</u>

**Acknowledgment of Receipt of Q&A**

Date: 09/16/2024

Date: 09/24/2024

Date: 09/27/2024

DATE:	<u>10/07/2024</u>
FIRM NAME:	<u>Korte Construction Company</u> <u>d/b/a The Korte Company</u>
ADDRESS:	<u>9225 W. Flamingo Road, Suite 100</u> <u>Las Vegas, NV 89147</u>
BY:	<u>Greg Korte</u>