

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest, District General Manager
Brad Underwood, Director of Public Works

FROM: Bree Waters, District Project Manager , Hudson Klein, Principal Engineer , Mike Bandelin, Ski Resort General Manager

SUBJECT: Review, Discuss and Possibly Approve the Award of the Design-Build Contract for Diamond Peak Base Lodge Walk in Cooler and Food Prep (Kitchen) Reconfiguration (CIP #3453BD1806) to Brycon Corporation (Requesting Staff Member: Director of Public Works Brad Underwood)

RELATED STRATEGIC PLAN INITIATIVE(S):

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policy 12.1.0 Multi-year Capital Planning; 13.2.0 Capital Planning Expenditures; 21.1.0 Purchasing Policy for Public Works Contracts

DATE: April 12, 2023

I. RECOMMENDATION

The Board of Trustees Make a Motion to:

1. Approve the award of the Design-Build contract to Brycon Corporation for Diamond Peak Base Lodge Walk in Cooler and Food Prep (Kitchen) Reconfiguration (CIP #3453BD1806) for an Amount of \$516,390 Based on

Schematic Design **and**;

2. Approve an Augmentation to the FY22/23 CIP Project Budget of \$478,557 (CIP#3453BD1806, Ski - Fund 340) and Reduce the Amount that is in the FY23/24 Preliminary CIP Project Budget by the Same Amount, \$478,557 (CIP#3453BD1806, Ski - Fund 340). The Remaining Funds, \$321,443, are Recommended to Remain in the FY23/24 CIP Project Budget Until a GMP is Negotiated at 100% Design.

II. BACKGROUND

The Diamond Peak Base Lodge Walk in Cooler and Food Prep (Kitchen) Reconfiguration (Project) is comprised of final design and construction of a 4,650 ± SF remodel of the existing Base Lodge Kitchen facility at the Diamond Peak Ski Resort. PW Staff proposes to utilize the Design-Build process to facilitate the Project. The Base Lodge Kitchen requires updates and reconfiguration for the safety of the staff, maximizing efficiency and circulation, improve cold storage capacity, and food preparation operations.

The Diamond Peak Base Lodge was built in 1966 and the kitchen layout has not changed. In 1986, slight modifications were made to the building and a walk-in refrigerator and freezer were installed. The building was again modified in 2008. However, the kitchen was not touched during the remodel. The walk-in refrigerator/freezer is located in the back of the kitchen area, between the prep area and the dishwashing station. Staff must walk through the active line cook area, a space approximately 5 feet wide, past hot grills and multiple cooks preparing food, while carrying dirty dishes and trays to access the dishwashing station. This creates safety concerns as well as causes efficiency and circulation problems. Also, there is a 5 1/2-foot by 3-foot food prep area that is currently used by one staff member to prep all food served at both the Base Lodge and at Snowflake Lodge. The food prep area, dry storage, dish washing station and walk-in refrigerator/freezer will all be improved in the new design.

The need for the Base Lodge Kitchen remodel and reconfiguration has been discussed for several years. Atlas Kitchen Concepts was hired in March 2022 to develop a schematic design and provide an updated kitchen equipment schedule with input from IVGID's Director of Food and Beverage. This schematic design (Attachment B) was used as the bridging document to solicit Requests for Qualifications (RFQ) from Design-Build Firms. The existing kitchen layout is also included in Attachment B for clarification.

The Design-Build process was chosen because industrial kitchen remodels are a specialized area of construction and there is a need for a fast-track schedule. With the need for a specialized contractor in conjunction with the minimal architectural and engineering design that is required for the Project, the Design-Build process was chosen over the traditional Design-Bid-Build process. The Design-Build process guarantees a qualified and experienced contractor, in this case, a contractor with industrial kitchen remodel experience. The Design-Build Firm is responsible for obtaining all plans, specifications and permits required for

the Project, which means they will hire the architecture and engineering team to complete the final design and submit to the County Health and Building Department. This process allows for reduced risk in the area of unknowns during a remodel project because the Contractor has an incentive to initiate solutions and stay on the fast-track schedule. The Design-Build Firm is the single responsible entity for the Project. The Design-Build Firm develops the Guaranteed Maximum Price (GMP) once the 100% Design is complete, which commits them to delivering the project with a defined schedule and price.

III. BID RESULTS

The District publicly advertised an RFQ for the Diamond Peak Base Lodge Walk in Cooler and Food Prep (Kitchen) Reconfiguration (Project) on December 2, 2022 with a submittal due date of Jan. 12, 2023. The District advertised the Project as required by NRS 338 and posted all construction documents on PlanetBids. Vendors and contractors on PlanetBids can access all of the District's documents at no cost. The online portal also tracks questions, addenda to the documents, plan holders and interested vendors.

The RFQ was the first of a two-step process to select a qualified Design-Build Firm for the Project. First, all interested Design-Build Firms submitted a Statement of Qualifications (SOQ). If more than two (2) SOQ's had been submitted, these Design-Build Firms would have been short-listed to receive a Request for Proposals (RFP) for the Project. However, only two (2) SOQ's were received, from Brycon and McCuen Construction, Inc. A selection committee evaluated the proposals and chose Brycon based on the determination that the proposal provided the best value to IVGID for the Project. It is recommended by staff that the Design-Build contract be awarded to Brycon for an estimated construction cost and proposed construction services fee of \$516,390.

IV. FINANCIAL IMPACT AND BUDGET

The recommended Board action would authorize the award of a Design-Build contract for the Diamond Peak Base Lodge Walk in Cooler and Food Prep (Kitchen) Reconfiguration, in the amount of \$516,390. Funding for this project is provided in the approved FY22/23 capital budget, in the amount of \$141,398. This funding was included in the current budget based on the estimated design costs for the project, with an additional \$800,000 (for construction) included in Year 2 (FY23/24) of the multi-year capital plan.

As staff is currently recommending to deliver the project under a design-build delivery method, with an initial contract cost estimate of \$516,390, staff is recommending that, concurrent with approval to award the design-build contract in FY22/23, Board action is recommended to augment the FY22/23 CIP Project Budget by \$478,557 (and reduce the amount that is in the FY 23/24 preliminary CIP budget by the same amount, \$478,557). The remaining funds of \$321,443 are recommended to remain in the FY23/24 capital project budget until a GMP is negotiated at 100% Design. Once the 100% design has been completed, there may be a need to negotiate the cost of the Design-Build contract costs due to

unforeseen conditions. If there is a need for modification to the Design-Build contract costs, staff will return to the Board with a revised contract amount approval, which will be a GMP.

Ski personnel, the Director of Food and Beverage, and PW staff worked with Atlas Kitchen Concepts to create a schematic design of what was necessary to improve the existing kitchen conditions for which the contractors' pricing is based.

However, Ski staff would like to see additional cosmetic upgrades to the lighting, pickup windows and Point of Sale locations in the scramble area that are not included in the current kitchen schematic scope. Staff recommends these improvements be reviewed after the Design-Build contract GMP has been finalized from the 100% design. Staff recommends keeping the remaining FY23/24 budget of \$321,443 in place for these potential improvement considerations. Adding any additional scope will require Board approval.

The table below presents the estimated Design Build costs for the Project:

Task	Cost
Estimated Design Build Cost*	\$464,547
Design Build Construction Services Fee**	\$51,843
Brycon's Contract Total	\$516,390
Internal Project Management & Inspection	\$30,000
Construction Contingency (10%)***	\$52,639
Project Total	\$598,029

Notes:

* The estimated construction cost and proposed construction services fee of \$516,390 is comprised of \$464,547 for design, permitting, and construction, and the Design Build Firm's Construction Services fee of 11.16%. The \$516,390 contract cost is based on the current schematic design. Once the 100% design is complete, Brycon will provide the District with a GMP.

**The cost for the Design Build Construction Services Fee will depend upon the GMP.

*** Construction contingency is listed at approximately 10% to account for unforeseen conditions during construction such as unknown existing conditions. For example, finding degraded plumbing once the piping has been exposed.

The contracts associated with the construction are attached (Attachment C).

V. ALTERNATIVES

Not award the Design-Build contract for the Diamond Peak Base Lodge Walk in Cooler and Food Prep (Kitchen) Reconfiguration and provide direction to staff to complete the project.

VI. COMMENTS

No additional comments.

VII. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT

Replacement of infrastructure that has outlived its useful life, upgrades the facility to create safer conditions for staff, and maximizes efficiency of the kitchen.

VIII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

IX. ATTACHMENTS

1. Attachment A_Project Data Sheet
2. Attachment B_Plan Set
3. Attachment C_Final Contract Document

X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

- Approve the Design-Build contract with Brycon Corporation for Diamond Peak Base Lodge Walk in Cooler and Food Prep (Kitchen) Reconfiguration (CIP #3453BD1806) for an amount of \$516,390 based on schematic design.
- Approve the augmentation of FY 22/23 Budget by \$478,557 and reduce the amount that is in the FY 23/24 preliminary CIP budget by the same amount, \$478,557. The remaining funds, \$321,443, are recommended to remain in the project budget until a GMP is negotiated at 100% Design.



Project Summary

Project Number:	3453BD1806
Title:	Base Lodge Walk In Cooler and Food Prep Reconfiguration (Kitchen)
Project Type:	D - Capital Improvement - Existing Facilities
Division:	53 - Food & Beverage
Budget Year:	2023
Finance Options:	
Asset Type:	BD - Buildings & Structures
Active:	Yes

Project Description
 This project will replace the aging walk-in cooler for the Diamond Peak Base Lodge Kitchen and reconfigure its location (in the back of house) to improve cold storage capacities, food preparation operations, and circulation throughout the kitchen. The project will include replacement of existing kitchen appliances where updates are required. External specialist consultants will complete the kitchen concept and final design.

Project Internal Staff
 IVGID Engineering staff will be responsible for Project management and procurement of external consultants to complete design of proposed improvements with support from Diamond Peak and Food & Beverage Staff. Following completion of the design phase, IVGID Engineering staff will facilitate bidding and construction management services for the construction of physical improvements.

Project Justification
 The existing walk-in cooler and the kitchen food prep area are undersized relative to current and future needs of the facility; additionally, there are existing appliances in the kitchen and service area that present operational complications reducing the level of service at peak times. The current kitchen layout also presents health and safety concerns as a result of the congested circulation throughout the kitchen. The project will create new access throughout the kitchen to eliminate congestion in areas of higher risk near hot line preparation.

Budget Year	Total Expense	Total Revenue	Difference
2023			
External Design Consultants & Review	90,000	0	90,000
Internal Project Management	20,000	0	20,000
Year Total	110,000 \$478,557	0	110,000
2024			
Construction	740,000	0	740,000
External Consultant & Inspection	30,000	0	30,000
Internal Project Management & Inspection	30,000	0	30,000
Year Total	800,000 \$919,472	0	800,000
Year Total	910,000	0	910,000

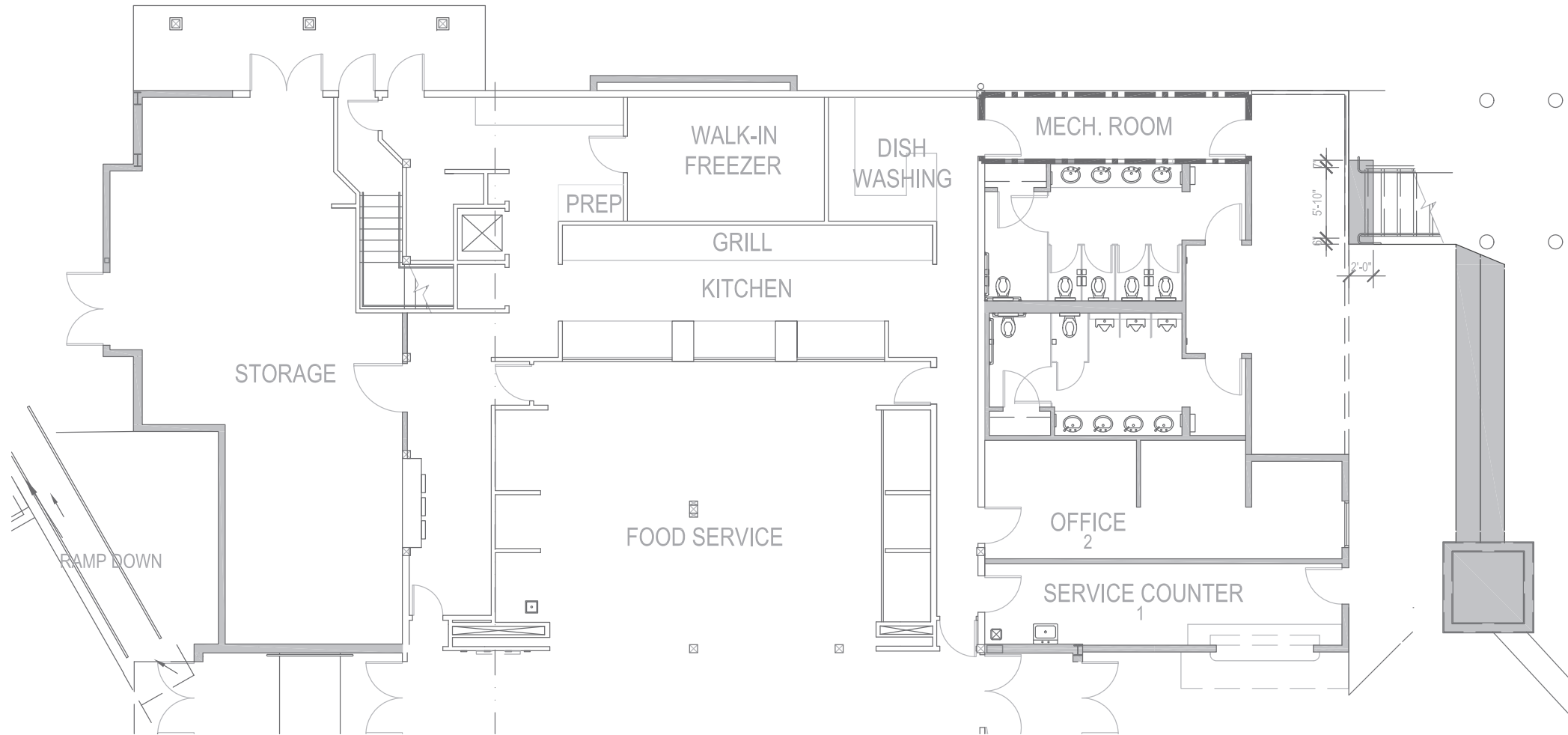
FY 22 Budget
 Carry-Over \$31,398

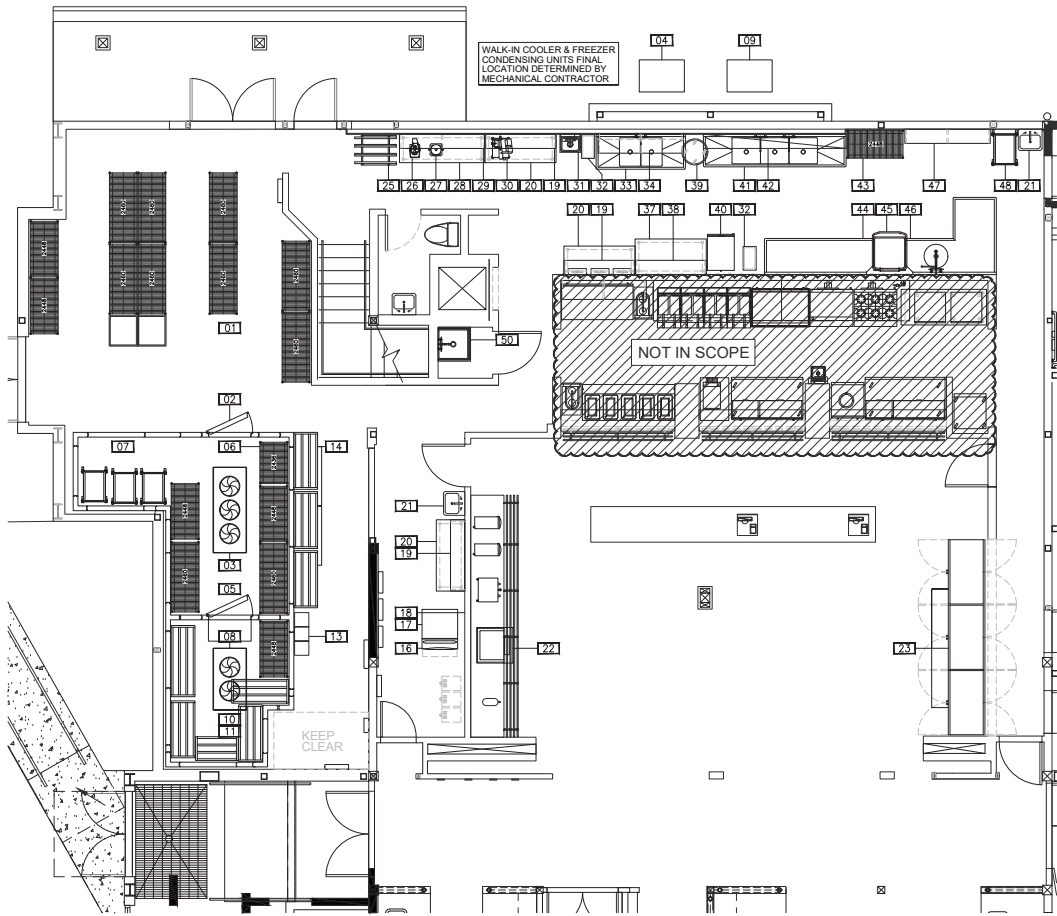
FY 23 Budget
 $\$110,000 + \$31,398 = \$141,398$
 $\$21,926 = \text{Internal Project Development Costs (FY 23)}$
 $\$141,398 - \$21,926 = \$119,472$
 $\$478,557 \text{ (requested budget augmentation) } + \$119,472 = \$598,029 \text{ (estimated project total)}$

Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2018			Engineering Manager	

FY 24 Budget
 $\$800,000 - \$478,557 = \$321,443$

EXISTING CONDITIONS





PROVIDED BY		EQUIPMENT SCHEDULE		PLUMBING REQUIREMENTS					ELECTRICAL REQUIREMENTS	
ITEM	DESCRIPTION	MANUFACTURER	MODEL	ADDITIONAL	WASTE	WATER	GAS	REMARKS	LOAD	CONNECTION
NO.					EXP.	INCH.	COLD/HEAT	SIZE	BTU	
01	1/2" DRY STORAGE	JOHN BOOS	EXISTING							
02	TEAWALK-IN COMBO	MASTER-BILT	CUSTOM		FS					ISAMPS DIRECT
03	TEACOOLER DWP.	MASTER-BILT	L1M00151A-TAZ							ISAMPS DIRECT
04	TEACOOLER CONDENSER	MASTER-BILT	MSMD015AB							ISAMPS DIRECT
05	1/2" DRAINING COOLER SHELVING	JOHN BOOS	EXISTING							
06	TEALINER COOLER SHELVING	JOHN BOOS	EPOXY COATED							
07	TEALAN RACKS	JOHN BOOS	APRH18020H							
08	TEAFREEZER EVAP.	MASTER-BILT	L1L00087B-TEZ		FS					BAMPS DIRECT
09	TEAFREEZER CONDENSER	MASTER-BILT	MSL0017AB							ISAMPS DIRECT
10	1/2" DRAINING FREEZER STORAGE	NEW AGE	EXISTING							
11	TEALINER FREEZER STORAGE	NEW AGE	2004/2006							
12	SPARE									
13	TEALINER LOCKERS	BY OWNER	EXISTING							
14	TEALINER DRY STORAGE	NEW AGE	EXISTING							
15	SPARE									
16	TEALICE BIN	MANITOWOC	EXISTING		UTILITIES			DO NOT CHANGE		
17	TEALICE MAKER	FOLLETT	HCC1410ABT		UTILITIES			DO NOT CHANGE		ISAMPS NEMA 4-2SP
18	TEALICE MANAGER	FOLLETT	MDV-2							BAMPS NEMA 5-15
19	TEAWALL SHELF	JOHN BOOS	EXISTING							
20	TEAWORK TABLE	JOHN BOOS	EXISTING	W/B						
21	TEAHAND SINKS	JOHN BOOS	EXISTING		UTILITIES			DO NOT CHANGE		UTILITIES DO NOT CHANGE
22	TEACOOL FOUNTAIN	BY OWNER	EXISTING		UTILITIES			DO NOT CHANGE		UTILITIES DO NOT CHANGE
23	TEAMERCHANDISER	TRUE	GM49RL							BAMPS NEMA 5-15
24	SPARE									
25	TEALAN RACK	NEW AGE	EXISTING							
26	TEAFOOD PROCESSOR	ROBOT COUPE	EXISTING							BAMPS NEMA 5-15
27	TEAFOOD BLENDER	WARING	EXISTING							ISAMPS NEMA 5-15
28	TEAWORK TABLE	JOHN BOOS	EXISTING							
29	TEAWALL SHELF	JOHN BOOS	EXISTING							
30	TEAFOOD SLICER	JOHN BOOS	EXISTING	W/B						BAMPS NEMA 5-15
31	TEAHAND SINK	GLOBE	PH82M4102DM	S/P	FS	1/2"	1/2"			
32	TEATRASH CAN	CARBLE	34202303							
33	TEAPREP SINK	JOHN BOOS	281824401B		FS	1/2"	1/2"			
34	TEAPOT RACK SHELF	JOHN BOOS	BHS1672PR	W/B						
35	SPARE									
36	SPARE									
37	TEAWORK TABLE	JOHN BOOS	EXISTING					C/O		ISAMPS NEMA 5-15
38	TEAWALL SHELF	JOHN BOOS	EXISTING							
39	TEATRASH CAN	RUBBERMAID	FC2655000RAY							
40	TEACOOK/HOLD	ALTO SHAM	EXISTING							BAMPS DIRECT
41	TEAL3 COMP SINK	JOHN BOOS	EXISTING							
42	TEAWALL SHELF	JOHN BOOS	EXISTING	W/B						
43	TEACLEAN POT/RAN	JOHN BOOS	EXISTING							
44	TEACLEAN DISHWASHER	JOHN BOOS	EXISTING							
45	TEADISHMACHINE	GMA	EXISTING		UTILITIES			DO NOT CHANGE		UTILITIES DO NOT CHANGE
46	TEASOILED DISH TABLE	BY OWNER	EXISTING		UTILITIES			DO NOT CHANGE		UTILITIES DO NOT CHANGE
47	TEAWALL SHELF	JOHN BOOS	EXISTING							
48	TEASTEED RACK	JOHN BOOS	EXISTING							
49	SPARE									
50	TEAWOP SINK	BY OWNER	EXISTING		UTILITIES			DO NOT CHANGE		UTILITIES DO NOT CHANGE

FOODSERVICE - EQUIPMENT LAYOUT
SCALE: 1/4"=1'-0"

ABBREVIATIONS			
S/S	STAINLESS STEEL	P/T	PASS THROUGH
U/C	UNDERCOUNTER	S/P	SIRE SPLASH
C/S	CONVEYANCE SOUTLET	R/R	REMOTE REFRIGERATION
S/T	SNAP AND TIEVEL	NC	NOT IN CONTRACT
P/O	PART OF	INC	INCLUDED IN
		W/B	WALL BACKING
		T/B	TO BE DETERMINED
		ST	DATA
		TEL	TELEPHONE

THIS PLAN IS PRIMARILY A GENERAL ARRANGEMENT OF EQUIPMENT PREPARED FROM AVAILABLE INFORMATION FOR THE CONVENIENCE OF CONTRACTORS. PLUMBING, ELECTRICAL AND VENT OUTLETS ARE LOCATED AS ACCURATELY AS POSSIBLE. CONTRACTORS SHOULD VERIFY ALL CONDITIONS TO BE CONFORMED TO BY CONTRACTORS TO MAKE SURE ALL NECESSARY ELBOWS, TRAPS, VALVES, FAUCETS, STARTING SWITCHES, ETC. AND ARE TO MAKE FINAL CONNECTIONS ON THE JOB. COMPLETE RESPONSIBILITY FOR ADHERENCE TO ALL CODES REST WITH THE GENERAL CONTRACTOR AND/OR HIS SUBS. CONTRACTORS ARE TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, ORDINANCES, STRUCTURAL APPROVED BEFORE DETAILING CAN BE STARTED. THESE PLANS ARE THE PROPERTY OF ATLAS KITCHEN CONCEPTS AND CANNOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF ATLAS KITCHEN CONCEPTS. THIS PLAN IS FULLY PROTECTED UNDER THE COPYRIGHT LAWS OF THE UNITED STATES.

REVISIONS

NO. _____

DATE _____

DESCRIPTION _____

DATE _____

DESCRIPTION _____

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DESCRIPTION _____

DATE _____

DESCRIPTION _____

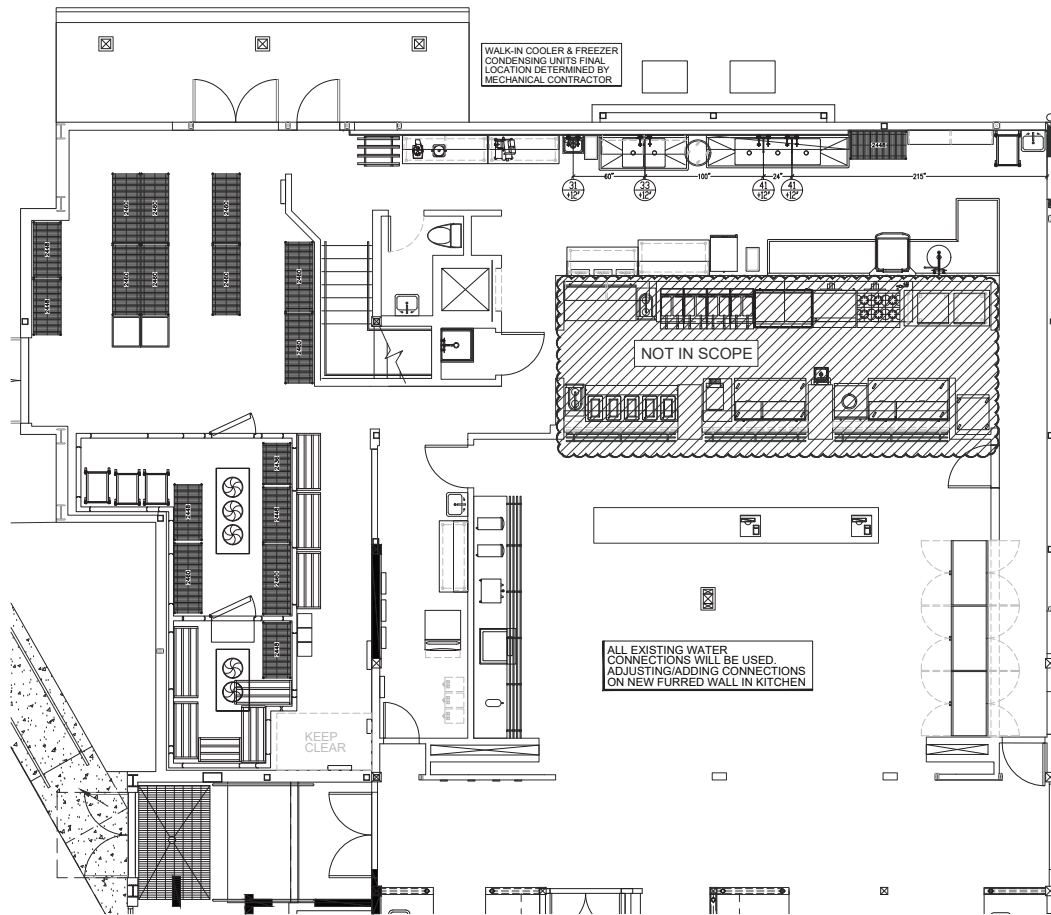
AS NOTED

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7/22/2022

FS-10
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DIAMOND PEAK SKI RESORT
1270 SKI WAY
INCLINE VILLAGE, NY 88451



NO.	QTY	DESCRIPTION	MANUFACTURER	MODEL	ADDITIONAL	PLUMBING REQUIREMENTS				REMARKS	ELECTRICAL REQUIREMENTS
						WASTE	WATER	GAS	OTHER		
01	1	1/2" DRY STORAGE	JOHN BOOS	EXISTING							ISAMPS DIRECT
02	1	TEA WALK-IN COMBO	MASTER-BILT	CUSTOM		FS					ISAMPS DIRECT
03	1	TEA COOLER DWP	MASTER-BILT	L1M00151A-TAZ							ISAMPS DIRECT
04	1	TEA COOLER CONDENSER	MASTER-BILT	MSMD015AB							ISAMPS DIRECT
05	1	1/2" DRAINING COOLER SHELVING	JOHN BOOS	EXISTING							ISAMPS DIRECT
06	1	TEA NEW COOLER SHELVING	JOHN BOOS	EPOXY COATED							ISAMPS DIRECT
07	1	TEA PAN RACKS	JOHN BOOS	APRH18020H							ISAMPS DIRECT
08	1	TEA FREEZER EVAP	MASTER-BILT	L1L00087B-TEZ		FS					ISAMPS DIRECT
09	1	TEA FREEZER CONDENSER	MASTER-BILT	MSL0017AB							ISAMPS DIRECT
10	1	1/2" DRAINING FREEZER STORAGE	NEW AGE	EXISTING							ISAMPS DIRECT
11	1	TEA NEW FREEZER STORAGE	NEW AGE	Z004/2006							ISAMPS DIRECT
12	1	SPARE	BY OWNER	EXISTING							ISAMPS DIRECT
13	1	TEA BULK DRY STORAGE	NEW AGE	EXISTING							ISAMPS DIRECT
14	1	SPARE	BY OWNER	EXISTING							ISAMPS DIRECT
15	1	TEA ICE BIN	MANITOWOC	EXISTING							ISAMPS NEMA 4-2SP
17	1	TEA ICE MAKER	FOLLETT	HCC1410ABT							ISAMPS NEMA 4-2SP
18	1	TEA ICE MANAGER	FOLLETT	MDV-2							ISAMPS NEMA 4-2SP
19	1	TEA WALL SHELF	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
20	1	TEA WORK TABLE	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
21	1	TEA HAND SINKS	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
22	1	TEA DODIA FOUNTAIN	BY OWNER	EXISTING							ISAMPS NEMA 5-15
23	1	TEA MERCHANDISER	TRUE	GM489L							ISAMPS NEMA 5-15
24	1	SPARE	BY OWNER	EXISTING							ISAMPS NEMA 5-15
25	1	TEA CAN RACK	NEW AGE	EXISTING							ISAMPS NEMA 5-15
26	1	TEA FOOD PROCESSOR	ROBOT COUPE	EXISTING							ISAMPS NEMA 5-15
27	1	TEA FOOD BLENDER	WARING	EXISTING							ISAMPS NEMA 5-15
28	1	TEA WORK TABLE	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
29	1	TEA WALL SHELF	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
30	1	TEA FOOD SLICER	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
31	1	TEA HAND SINK	JOHN BOOS	PH18041020M	S/P	FS	1/2"	1/2"			ISAMPS NEMA 5-15
32	1	TEA TRASH CAN	CARLISLE	34202303							ISAMPS NEMA 5-15
33	1	TEA PREP SINK	JOHN BOOS	2B1824401B							ISAMPS NEMA 5-15
34	1	TEA POT RACK SHELF	JOHN BOOS	BH51672PR							ISAMPS NEMA 5-15
35	1	SPARE	BY OWNER	EXISTING							ISAMPS NEMA 5-15
37	1	TEA WALL SHELF	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
38	1	TEA WALL SHELF	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
39	1	TEA TRASH CAN	TURNERMAN	FC2655000RAY							ISAMPS NEMA 5-15
40	1	TEA COOK/HOLD	ALTO SHAM	EXISTING							ISAMPS NEMA 5-15
41	1	TEA 1/2" COMP SINK	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
42	1	TEA WALL SHELF	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
43	1	TEA 1/2" COMP SINK	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
44	1	TEA CLEAN DISHWASHER	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
45	1	TEA DISHWASHER	GMA	EXISTING							ISAMPS NEMA 5-15
46	1	TEA SOILED DISH TABLE	BY OWNER	EXISTING							ISAMPS NEMA 5-15
47	1	TEA WALL SHELF	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
48	1	TEA PREP SINK	JOHN BOOS	EXISTING							ISAMPS NEMA 5-15
49	1	SPARE	BY OWNER	EXISTING							ISAMPS NEMA 5-15
50	1	TEA PREP SINK	BY OWNER	EXISTING							ISAMPS NEMA 5-15

FOODSERVICE - WALL PLUMBING

SCALE: 1/4"=1'-0"

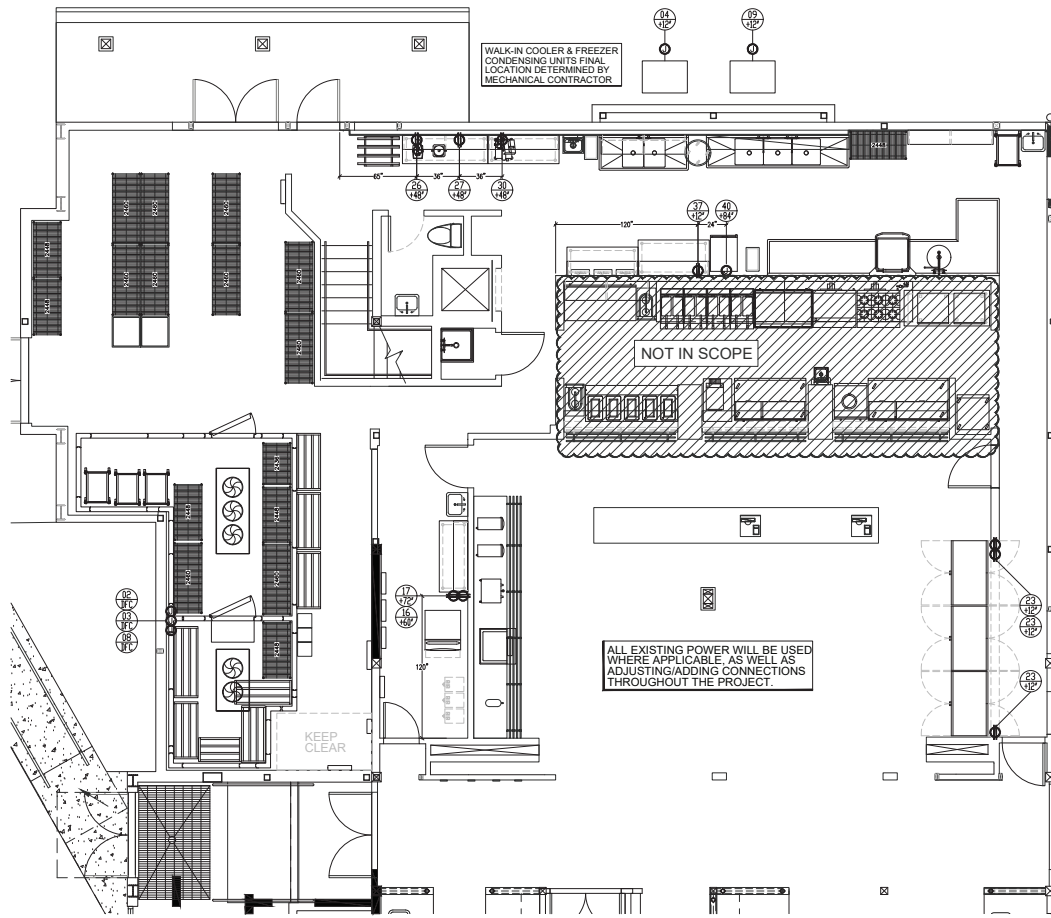
A.F.F.	= ABOVE FINISH FLOOR
D.F.C.	= DIRECT FROM CEILING
D.W.	= DIRECT WASTE
F.D.	= FLOOR DRAIN
F.S.	= FLOOR SINK
F.S.U.	= FLOOR STUB-UP
F.W.F.	= FLUSH WITH FLOOR
I.W.	= INDIRECT WASTE
P.C.	= PLUMBING CONTRACTOR
KEC	= KITCHEN EQUIPMENT CONTRACTOR

+	= COLD WATER
+	= HOT WATER
+	= 4" DN CENTER
+	= 8" DN CENTER
+	= DIRECT WASTE
+	= FLOOR DRAIN
+	= FLOOR SINK
+	= GAS SUPPLY
+	= STEAM SUPPLY
+	= STEAM (CONDENSATE) RETURN
+	= CONNECTION LINE
+	= CONNECTION '1D' NUMBER

- | | |
|----|---|
| 1. | The Plumbing rough-in information shown conforms to requirements of equipment specified by OWNER. See architectural drawings for requirements other than shown. Locations indicated are considered most practical and convenient. Owner shall assume no responsibility should any conflicting items concerning this structure make these locations impractical. |
| 2. | Plumbing Contractor shall provide requirements of any owner furnished or future equipment shown on this drawing. |
| 3. | All work shall conform to applicable National, State, and Local codes. |
| 4. | Plumbing Contractor shall furnish all valves, traps, manifolds, regulators, piping fittings, etc. required to put equipment in operating order. Quick Disconnect Hose Assemblies (when specified) shall be installed per manufacturer's instructions by P.C. All final connections and interconnections by P.C. |
| 5. | Hot & Cold Water and Gas lines shall be held 1"(min.) away from walls, floors and equipment surfaces. They shall be secured by a means acceptable to the local Health Dept. Authorities. |
| 6. | Indirect Waste lines shall be held 1"(min.) away from walls, floors and equipment surfaces. They shall be secured by a means acceptable to the local Health Dept. Authorities. Provide a 1" Air Gap at the termination point above the Floor Sink. |
| 7. | Carbonators must have approved Backflow Prevention device installed in accordance with UPC. Unit to be supplied and installed by P.C. |

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DIAMOND PEAK SKI RESORT
12710 SKIWAY
INCLINE VILLAGE, NV 89451



NO.	ITEM	DESCRIPTION	MANUFACTURER	MODEL	ADDITIONAL	PLUMBING REQUIREMENTS				REMARKS	ELECTRICAL REQUIREMENTS	
						WASTE	WATER	GAS			LOAD	CONNECTION
EXP.	INCH.	COLL.	HT.	SIZE	STD.							
01	ITL DRY STORAGE	JOHN BOOS	EXISTING									
02	TEA WALK-IN COMBO	MASTER-BILT	CUSTOM									ISAMPS DIRECT
03	TEA COOLER DUMP	MASTER-BILT	L1M00151A-TAZ									ISAMPS DIRECT
04	TEA COOLER CONDENSER	MASTER-BILT	MSMD015AB									ISAMPS DIRECT
05	ITL DRESSING COOLER SHELVING	JOHN BOOS	EXISTING									
06	TEA NEW COOLER SHELVING	JOHN BOOS	EPOXY COATED									
07	TEA PAN RACKS	JOHN BOOS	APRH18002H									
08	TEA FREEZER EVAP	MASTER-BILT	L1L00087B-TEZ									BAMPS DIRECT
09	TEA FREEZER CONDENSER	MASTER-BILT	MSL0017AB									ISAMPS DIRECT
10	ITL DRESSING FREEZER STORAGE	NEW AGE	EXISTING									
11	TEA NEW FREEZER STORAGE	NEW AGE	Z004/2006									
12	SPARE											
13	TEA NEW FREEZE LOCKERS	BY OWNER	EXISTING									
14	TEA BULK DRY STORAGE	NEW AGE	EXISTING									
15	SPARE											
16	TEA ICE BIN	MANITOWOC	EXISTING									
17	TEA ICE MAKER	FOLLETT	HCC1410ABT									ISAMPS NEMA 6-25P
18	TEA ICE MANAGER	FOLLETT	MDV-2									BAMPS NEMA 5-15
19	TEA WALL SHELF	JOHN BOOS	EXISTING									
20	TEA WORK TABLE	JOHN BOOS	EXISTING									
21	TEA HAND SINKS	JOHN BOOS	EXISTING									
22	TEA COCA FOUNTAIN	BY OWNER	EXISTING									
23	TEA MERCHANDISER	TRUE	GM489L									BAMPS NEMA 5-15
24	SPARE											
25	TEA CAN RACK	NEW AGE	EXISTING									
26	TEA FOOD PROCESSOR	ROBOT COUPE	EXISTING									BAMPS NEMA 5-15
27	TEA FOOD BLENDER	WARING	EXISTING									ISAMPS NEMA 5-15
28	TEA WORK TABLE	JOHN BOOS	EXISTING									
29	TEA WALL SHELF	JOHN BOOS	EXISTING									
30	TEA FOOD SLICER	JOHN BOOS	EXISTING									BAMPS NEMA 5-15
31	TEA HAND SINK	GLOBE	PH8284102DM	S/P								
32	TEA TRASH CAN	CARBLE	34202303									
33	TEA PREP SINK	JOHN BOOS	2818244021B									
34	TEA POT RACK SHELF	JOHN BOOS	BH51672PR									
35	SPARE											
36	SPARE											
37	TEA WORK TABLE	JOHN BOOS	EXISTING									ISAMPS NEMA 5-15
38	TEA WALL SHELF	JOHN BOOS	EXISTING									
39	TEA TRASH CAN	RUMBERAND	VZ6650008AY									
40	TEA COOK/HOLD	ALTO SHAM	EXISTING									BAMPS DIRECT
41	TEA S COMP SINK	JOHN BOOS	EXISTING									
42	TEA WALL SHELF	JOHN BOOS	EXISTING									
43	TEA SINK PREP PAN	JOHN BOOS	EXISTING									
44	TEA CLEAN DISHWASHER	JOHN BOOS	EXISTING									
45	TEA DISHWASHER	GMA	EXISTING									UTILITIES DO NOT CHANGE
46	TEA SINK DISH TABLE	BY OWNER	EXISTING									UTILITIES DO NOT CHANGE
47	TEA WALL SHELF	JOHN BOOS	EXISTING									
48	TEA SINK	JOHN BOOS	EXISTING									
49	SPARE											
50	TEA WIP SINK	BY OWNER	EXISTING									UTILITIES DO NOT CHANGE

FOODSERVICE - ELECTRICAL

SCALE: 1/4"=1'-0"

ELECTRICAL ABBREVIATIONS

- A.F.F. = ABOVE FINISH FLOOR
- D.C.D. = DUPLEX CONVENIENCE OUTLET
- D.F.C. = DIRECT FROM CEILING
- E.C. = ELECTRICAL CONTRACTOR
- J-BDX = JUNCTION BOX
- F.S.U. = FLOOR STUB-UP
- F.W.F. = FLUSH WITH FLOOR
- S.C.D. = SINGLE CONVENIENCE OUTLET
- K.E.C. = KITCHEN EQUIPMENT CONTRACTOR

ELECTRICAL SYMBOLS

- = DATA LINE J-BOX
- = DUPLEX CONVENIENCE OUTLET
- = EMERGENCY EXIT LIGHT
- = EMERGENCY FIRE STROBE
- = FLOOR STUB-UP
- = JUNCTION BOX
- = SINGLE CONVENIENCE OUTLET
- = SWITCH
- = TELEPHONE LINE J-BOX
- = VAPOR-PROOF LIGHT
- = CONNECTION LINE
- = CONNECTION '11D' NUMBER

ELECTRICAL NOTES

- The Electrical rough-in information shown conforms to requirements of equipment provided by OWNER. See architectural drawings for requirements other than shown. Locations indicated are considered most practical and convenient. Owner shall assume no responsibility should any conflicting items concerning this structure make these locations impractical.
- Electrical Contractor shall provide requirements of any owner furnished or future equipment shown on this drawing.
- All work shall conform to applicable National, State, and Local codes.
- Electrical Contractor shall furnish all wiring, circuit breakers, receptacles, disconnects, etc. required to put equipment in operating order. Cord & Plug Assemblies (when specified) shall be installed IAW manufacturer's instructions by E.C. All final connections and interconnections by E.C.
- The Walk-in Cooler/Freezer & other remote refrigeration units require connections to solenoid valve(s), thermostat(s), drain heat tape, time clock motors and control wiring to remote compressor. All connections to be provided by E.C.
- Electrical power to cooking equipment, where required, shall be provided thru a Shunt-Trip system for FIRE/FUEL shut off IAW NFPA Bulletin #96, by E.C. shall wire control circuit to Micro Switch provided by K.E.C. at hood fire protection system control box.

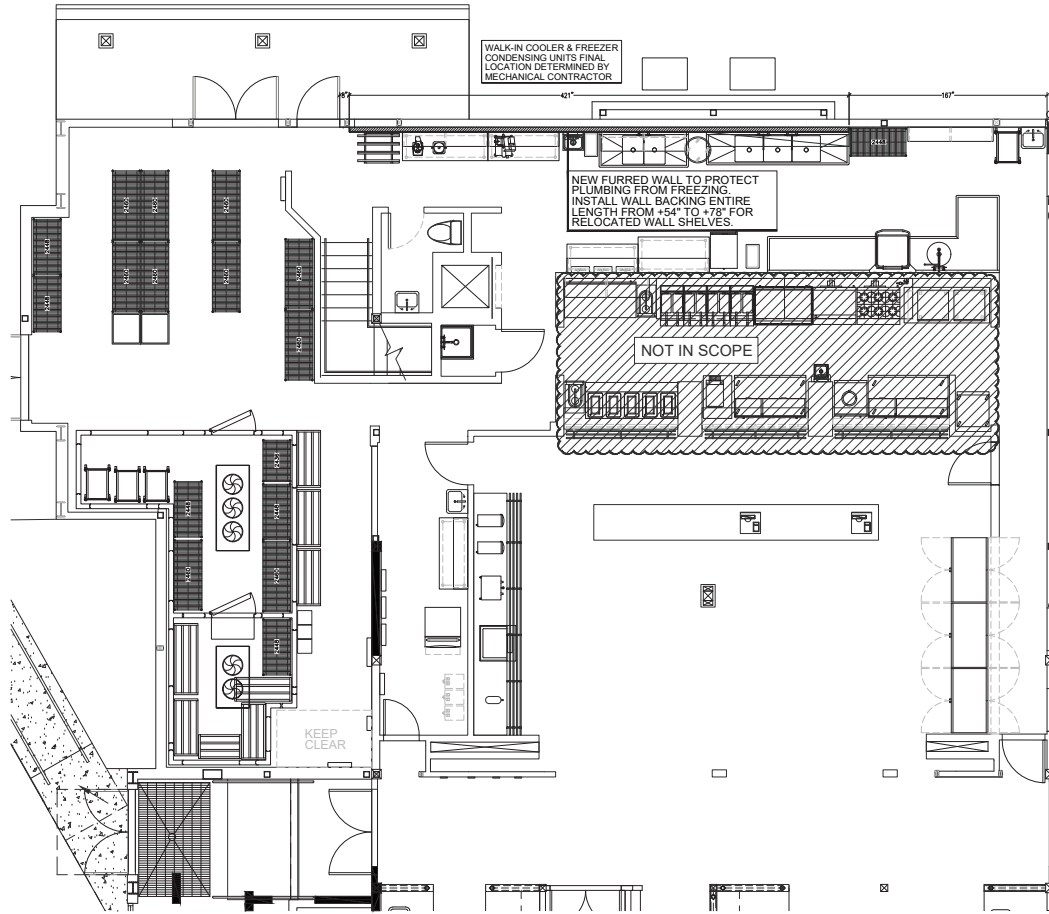


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12710 SKIWAY
INCLINE VILLAGE, NY 89451

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PROVIDED BY		EQUIPMENT SCHEDULE		PLUMBING REQUIREMENTS				ELECTRICAL REQUIREMENTS	
ITEM	DESCRIPTION	MANUFACTURER	MODEL	ADDITIONAL	WASTE	WATER	GAS	REMARKS	LOAD CONNECTION
					EXP.	INCH.	COLD/HEAT	SIZE	ETS
01	1/2" DRY STORAGE	JOHN BOOS	EXISTING						
02	TEA WALK-IN COMBO	MASTR-BILT	CUSTOM		FS				ISAMPS DIRECT
03	TEA COOLER DUMP	MASTR-BILT	11M00151A-TAZ						ISAMPS DIRECT
04	TEA COOLER CONDENSER	MASTR-BILT	MSMD015AB						ISAMPS DIRECT
05	1/2" DRAINING COOLER SHELVING	JOHN BOOS	EXISTING						
06	TEA NEW COOLER SHELVING	JOHN BOOS	EPOXY COATED						
07	TEA PAN RACKS	JOHN BOOS	APRH18020H						
08	TEA FREEZER EVAP	MASTR-BILT	11L00087B-TZ		FS				BAMPS DIRECT
09	TEA FREEZER CONDENSER	MASTR-BILT	MSL0017AB						ISAMPS DIRECT
10	1/2" DRAINING FREEZER STORAGE	NEW AGE	EXISTING						
11	TEA NEW FREEZER STORAGE	NEW AGE	2004/2006						
12	SPARE								
13	TEA EMPLOYEE LOCKERS	BY OWNER	EXISTING						
14	TEA BULK DRY STORAGE	NEW AGE	EXISTING						
15	SPARE								
16	TEA ICE BIN	MANITOWOC	EXISTING		UTILITIES	DO NOT CHANGE			
17	TEA ICE MAKER	FOLLETT	HCC1410ABT		UTILITIES	DO NOT CHANGE			ISAMPS NEMA 4-2SP
18	TEA ICE MANAGER	FOLLETT	MDV-2						BAMPS NEMA 5-15
19	TEA WALL SHELF	JOHN BOOS	EXISTING						
20	TEA WORK TABLE	JOHN BOOS	EXISTING	W/B					
21	TEA HAND SINKS	JOHN BOOS	EXISTING		UTILITIES	DO NOT CHANGE			UTILITIES DO NOT CHANGE
22	TEA COCA FOUNTAIN	BY OWNER	EXISTING		UTILITIES	DO NOT CHANGE			BAMPS NEMA 5-15
23	TEA MERCHANDISER	TRUE	GM49RL						
24	SPARE								
25	TEA CAN RACK	NEW AGE	EXISTING						
26	TEA FOOD PROCESSOR	ROBOT COUPE	EXISTING						BAMPS NEMA 5-15
27	TEA FOOD BLENDER	WARING	EXISTING						ISAMPS NEMA 5-15
28	TEA WORK TABLE	JOHN BOOS	EXISTING	W/B					
29	TEA WALL SHELF	JOHN BOOS	EXISTING						
30	TEA FOOD SLICER	JOHN BOOS	EXISTING	S/P	FS	1/2"	1/2"		BAMPS NEMA 5-15
31	TEA HAND SINK	GLOBE	PH820411020M						
32	TEA TRASH CAN	CARBLE	34202303		FS	1/2"	1/2"		
33	TEA PREP SINK	JOHN BOOS	2818244021B						
34	TEA POT RACK SHELF	JOHN BOOS	BH51672PR		W/B				
35	SPARE								
37	TEA WORK TABLE	JOHN BOOS	EXISTING					C/O	ISAMPS NEMA 5-15
38	TEA WALL SHELF	JOHN BOOS	EXISTING						
39	TEA TRASH CAN	RUBBERMAID	FC2655008RAY						
40	TEA COOK/HOLD	ALTO SHAM	EXISTING						BAMPS DIRECT
41	TEA 3 COMP SINK	JOHN BOOS	EXISTING	W/B	FS	1/2"	1/2"		
42	TEA WALL SHELF	JOHN BOOS	EXISTING						
43	TEA CLEAN POT/RAN	JOHN BOOS	EXISTING						
44	TEA CLEAN DISHWASHER	JOHN BOOS	EXISTING						UTILITIES DO NOT CHANGE
45	TEA DISHWASHER	GMA	EXISTING		UTILITIES	DO NOT CHANGE			UTILITIES DO NOT CHANGE
46	TEA SOILED DISH TABLE	BY OWNER	EXISTING		UTILITIES	DO NOT CHANGE			
47	TEA WALL SHELF	JOHN BOOS	EXISTING						
48	TEA SPRED RACK	JOHN BOOS	EXISTING						
49	SPARE								
50	TEA WAP SINK	BY OWNER	EXISTING		UTILITIES	DO NOT CHANGE			

ABBREVIATIONS		P/T PASS THROUGH		W/B WALL BACKING	
S/S	STAINLESS STEEL	S/P	SIRE SPLASH	T/B	TO BE DETERMINED
U/C	UNDERCOUNTER	R/R	REMOTE REFRIGERATION	ST	STAIN
C/S	CONVEYANCE OUTLET	NC	NOT IN CONTRACT	TEL	TELEPHONE
S/S	SINK AND TUBS	INC	INCLUDED IN		
P/O	PART OF				

FOODSERVICE - BUILDING COND.
SCALE: 1/4"=1'-0"

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REVISIONS

DIAMOND PEAK SKI RESORT
12710 SKI WAY
INCLINE VILLAGE, NY 88451

ConsensusDocs® 410

STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER (Cost of the Work Plus a Fee with a GMP)

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. DESIGN-BUILDER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. PAYMENT
8. COST OF THE WORK
9. CHANGES IN THE WORK
10. PAYMENT FOR CONSTRUCTION PHASE SERVICES
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
13. DISPUTE MITIGATION AND RESOLUTION
14. MISCELLANEOUS PROVISIONS
15. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

IVGID Capital Improvements Project Number 3453BD1806

This Agreement is made 14th on March 14, 2023, between Owner, the Incline Village General Improvement District (IVGID or District or Owner) and Brycon Corporation, a New Mexico corporation with principle place of business at 5350 Capital Court, Suite 108, in Reno, Nevada (Design-Builder), Contractor License No. 80484, for services in connection with the following PROJECT: **Diamond Peak Base Lodge Kitchen Remodel.**

ARTICLE 2 GENERAL PROVISIONS

2.1 TEAM RELATIONSHIP AND ETHICS Each Party agrees to act on the basis of good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed within the Guaranteed Maximum Price (GMP) and, if established, by the Dates of Substantial Completion and Final Completion.

2.1.1 Neither Design-Builder nor any of its agents or employees shall act on behalf of or in the name of Owner.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest; (b) promptly disclose to the other Party any conflicts of interest which may arise. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Design Professional, Subcontractors, Suppliers, or Others, to secure preferential treatment.



2.3 DESIGN-PROFESSIONAL Design-Builder shall furnish architectural and engineering services ("Services") by Design-Builder's licensed employees or procure such services from a licensed, independent design professional/s retained by Design-Builder. The person or entity providing architectural and engineering services shall be referred to as Design-Professional. If Design-Professional is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between Design-Builder and Design-Professional.

2.3.1 Design-Builder shall furnish or provide the Services necessary to design the Project in accordance with Owner's requirements, as outlined in Owner's Program and other relevant data defining the Project. The Services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, location, and complexity, during the time in which the Services are provided.

2.4 DEFINITIONS

2.4.1 "Agreement" means this ConsensusDocs 410 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Cost of the Work Plus a Fee with a GMP), as modified, amendments, exhibits, addenda, and attachments made part of this agreement upon its execution.

2.4.2 The following exhibits are a part of this Agreement:

Exhibit A: Project Schedule, including the Construction Schedule.

Exhibit B: Basis of Design/Owner's Program

Exhibit C: Washoe County 2022/2023 Prevailing Wage Rates, together with all applicable Addenda issued for Washoe County.

2.4.3 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.4 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating a change in the scope of the Work, Cost of the Work, or Contract Time, including substitutions proposed by Design-Builder and accepted by Owner.

2.4.5 "Construction Schedule" is the document prepared by Design-Builder that specifies the dates on which Design-Builder plans to begin and complete various parts of the construction phase services Work, and the Project, including dates on which information and approvals are required from Owner.

2.4.6 The "Contract Documents" consist of those documents identified in §15.1.

2.4.7 The "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.4.8 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.4.9 "Day" means calendar day.

2.4.10 "Date of Commencement" is as provided for in §6.1

2.4.11 "Design-Builder's Fee" means the compensation paid to Design-Builder for salaries and other mandatory or customary compensation of Design-Builder's employees at its principal and branch offices except employees listed in §8.2, general and administrative expenses of Design-Builder's



principal and branch offices other than the field office, and Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the Work, and profit.

2.4.12 "Defective Work" is any portion of the Work that does not conform to the requirements of the Contract Documents.

2.4.13 "Final Completion" occurs on the date when Design-Builder's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable.

2.4.14 A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or clean-up.

2.4.15 "Interim Directive" is any written order containing Work instructions that is signed by Owner after execution of this Agreement and prior to Substantial Completion of the Work directed by Owner pursuant to §9.3.

2.4.16 "Law" means a federal, state, or local law, ordinance, code, rule, or regulation applicable to the Work with which Design-Builder must comply that is enacted as of the Agreement date.

2.4.17 "Others" means Owner's other: (a) contractors/constructors/design-builders, (b) suppliers, (c) subcontractors or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.4.18 "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder's employees in Design-Builder's principal and branch offices; (b) general and administrative expenses of Design-Builder's principal and branch offices including charges against Design-Builder for delinquent payments; and (c) Design-Builder's capital expenses, including interest on capital used for the Work.

2.4.19 "Owner" is the person or entity identified in ARTICLE 1, and includes Owner's Representative.

2.4.20 "Owner's Program" is an initial description of Owner's objectives that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.4.21 The "Parties" are collectively Owner and Design-Builder.

2.4.22 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by Owner or Others.

2.4.23 "Project schedule" is a schedule that shows the timing and sequencing of the design and construction required to meet the time criteria set forth in Owner's Program. The Project includes the Construction Schedule and is coordinated with design phase service activities.

2.4.24 A "Subcontractor" is a person or entity retained by Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a portion of the Work. The term Subcontractor does not include Design-Professional or any separate contractor employed by Owner or any separate contractor's subcontractors.



2.4.25 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.4.26 A "Supplier" is a person or entity retained by Design-Builder to provide material or equipment for the Work.

2.4.27 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.28 The "Work" means the design phase services procured or furnished in accordance with §3.13.1, the GMP Proposal provided in accordance with §3.2, the Construction Phase services provided in accordance with §3.3, Design-Builder shall provide or procure the following Additional Services upon the request of Owner ("Additional Services") that may be provided in §3.9, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.29 "Worksite" means the area of the Project location identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with Owner's Program, as such Program may be modified by Owner during the course of the Work. Design-Builder shall use its diligent efforts to perform the Work in an expeditious manner, but does not warrant nor guarantee schedules and estimates other than those that are part of the GMP proposal described in §3.2.1. Design-Builder represents that it is an independent contractor, familiar with the type of Work required by this Agreement, and holds all applicable licenses required to complete the Work.

The Parties may establish a fast-track approach to the design and construction services necessary to complete the Project. Such agreement establishing a fast-track approach and the Project Schedule, shall be included as an exhibit to this Agreement. In the absence of such agreement, the Parties shall proceed in accordance with §3.1 and §3.3 below.

3.1 DESIGN PHASE SERVICES

3.1.1 PRELIMINARY EVALUATION Design-Builder shall review Owner's Program to ascertain the requirements of the Project and shall verify such requirements with Owner. Design-Builder's review shall also provide to Owner a preliminary evaluation of the site with regard to access, traffic, drainage, parking, building placement, and other considerations affecting the building, the environment, and energy use, as well as information regarding Laws and requirements. Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical, and other systems for review by Owner, to determine the most desirable approach on the basis of cost, technology, quality, and speed of delivery. Design-Builder will also review existing test reports but will not undertake any



independent testing nor be required to furnish types of information derived from such testing in its Preliminary Evaluation. Based upon its review and verification of Owner's Program and other relevant information, Design-Builder shall provide a Preliminary Evaluation of the Project's feasibility for Owner's acceptance. Design-Builder's Preliminary Evaluation shall specifically identify any deviations from Owner's Program.

3.1.2 PRELIMINARY SCHEDULE Design-Builder shall prepare a preliminary Project Schedule. Owner shall provide written approval of milestone dates established in the preliminary Schedule of the Work. The Project Schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved Project Schedule will not be met, Design-Builder shall recommend corrective action to Owner in writing.

3.1.3 PRELIMINARY ESTIMATE When sufficient Project information has been identified, Design-Builder shall prepare for Owner's acceptance a preliminary estimate utilizing area, volume, or similar conceptual estimating techniques. The estimate shall be updated periodically with the level of detail for each estimate update reflecting the information then available. If the preliminary estimate or any update exceeds Owner's budget, Design-Builder shall make recommendations to Owner.

~~**3.1.4 SCHEMATIC DESIGN DOCUMENTS** Design-Builder shall submit for Owner's written approval Schematic Design Documents, based on the agreed upon Preliminary Evaluation. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. One set of these documents shall be furnished to Owner. When Design-Builder submits the Schematic Design Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from Design-Builder's Preliminary Evaluation, preliminary Project Schedule, and estimate. Design-Builder shall update the preliminary Project Schedule and estimate based on the Schematic Design Documents.~~

3.1.5 PLANNING PERMITS Design-Builder shall obtain and Owner shall pay for all planning permits necessary for the construction of the Project.

3.1.6 DESIGN DEVELOPMENT DOCUMENTS Design-Builder shall submit for Owner's written approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. One set of these documents shall be furnished to Owner. When Design-Builder submits the Design Development Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Schematic Design Documents. Design-Builder shall update the Project Schedule and estimate based on the Design Development Documents.

3.1.7 CONSTRUCTION DOCUMENTS Design-Builder shall submit for Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon Laws enacted at the time of their preparation. When Design-Builder submits the Construction Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to Owner prior to commencement of construction. If a GMP has not been established, Design-Builder shall prepare a further update of the Project Schedule and estimate based on the Construction Documents.



3.1.8 OWNERSHIP OF DOCUMENTS

3.1.8.1 OWNERSHIP OF TANGIBLE DOCUMENTS Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information ("Documents") prepared, provided, or procured by Design-Builder, its Design-Professional, Subcontractors, or consultants and distributed to Owner for this Project, upon the making of final payment to Design-Builder or, in the event of termination under ARTICLE 12, upon payment for all sums due to Design-Builder pursuant to ARTICLE 12. Owner's acquisition of the copyright shall be subject to Owner's making of all payments required by this Agreement.

3.1.8.2 COPYRIGHT The Parties agree that Owner shall/ shall not obtain ownership of the copyright of all Documents. Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by the subsection above and the payment of the fee reflecting the agreed value of the copyright set forth below:

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with Design-Builder.

3.1.8.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 12, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under this section.

3.1.8.4 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite.

3.1.8.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where Design-Builder has transferred its copyright interest in the Documents under §3.1.8, Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.8.6 Design-Builder shall obtain from its Design-Professional, Subcontractors, and consultants rights and rights of use that correspond to the rights given by Design-Builder to Owner in this Agreement, and Design-Builder shall provide evidence that such rights have been secured.

3.2 GUARANTEED MAXIMUM PRICE (GMP)

3.2.1 GMP PROPOSAL At such time as Owner and Design-Builder jointly agree, Design-Builder shall submit a GMP Proposal in a format acceptable to Owner. Unless the Parties mutually agree otherwise, the GMP shall be the sum of the estimated Cost of the Work as defined in ARTICLE 8 and Design-Builder's Fee as defined in ARTICLE 7. The GMP is subject to modification as provided in ARTICLE 9. Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.2.2 In the event that the actual costs of completing the Work are less than the GMP, the difference between the GMP and the actual costs of construction belong to the Owner and will be refunded or



credited back to the Owner, if necessary. All unused allowances and contingency, not subject to an executed change order, belong to and remain with the Owner.

3.2.3 If the Design-Build Documents are not complete at the time the GMP Proposal is submitted to Owner, Design-Builder shall provide in the GMP for further development of the Design-Build Documents consistent with Owner's Program. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

3.2.4 BASIS OF GUARANTEED MAXIMUM PRICE Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

3.2.4.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.2.4.2 a list of allowances and a statement of their basis;

3.2.4.3 a list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.2.4.4 the Date of Substantial Completion and the Date of Final Completion upon which the proposed GMP is based, and the Schedule of the Construction Work upon which the Date of Substantial Completion and the Date of Final Completion is based; (a) a schedule of applicable alternate prices; (b) schedule of applicable unit prices; (c) a statement of Additional Services included, if any; (d) the time limit for acceptance of the GMP proposal; (e) Design-Builder's contingency as provided in §3.2.7; (f) a statement of any work to be self-performed by Design-Builder; and (g) a statement identifying all patented or copyrighted materials, methods, or systems selected by Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

3.2.5 REVIEW AND ADJUSTMENT TO GMP PROPOSAL Design-Builder shall meet with Owner to review the GMP Proposal. If Owner has any comments relative to the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design-Builder, who shall make appropriate adjustments to the GMP, its basis, or both.

3.2.6 ACCEPTANCE OF GMP PROPOSAL Upon acceptance by Owner of the GMP Proposal, the GMP and its basis shall be set forth in Amendment 1.

3.2.7 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Design-Builder, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.2.7.1 request modifications to the GMP Proposal. If such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted in accordance with §3.2.4;

3.2.7.2 terminate the Agreement for convenience.



3.2.8 PRE-GMP WORK Prior to Owner's acceptance of the GMP Proposal, Design-Builder shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.2.9 OWNER'S CONTINGENCY The GMP Proposal will contain, as part of the estimated Cost of the Work, a Contingency, a sum mutually agreed upon and monitored by Design-Builder and Owner to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. The Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the GMP. Design-Builder shall provide Owner with a monthly accounting of charges against the Contingency, if applicable, with each application for payment.

3.2.10 COST REPORTING Design-Builder shall maintain complete and current records that comply with generally accepted accounting principles and calculate the Cost of Work. Owner shall be afforded access during normal business hours to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.3 CONSTRUCTION PHASE SERVICES

3.3.1 The Construction Phase will commence upon the issuance by Owner of a written notice to proceed with construction. If construction commences prior to execution of Amendment No. 1, Design-Builder shall prepare for Owner's written approval a list of the documents that are applicable to the part of the Work which Owner has authorized, which list shall be included in Owner's written notice to proceed.

3.3.2 In order to complete the Work, Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools, and subcontracted items.

3.3.3 COMPLIANCE WITH LAWS Design-Builder shall comply with all Laws at its own costs. Design-Builder shall be liable to Owner for all loss, cost, and expense, attributable to any acts or omissions by Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures.

3.3.3.1 CHANGES IN LAW The GMP, Design-Builder's Fee, and Contract Time shall be equitably adjusted by Change Order(s) pursuant to ARTICLE 9 for additional costs and time resulting from any changes in Laws, including increased taxes, which were enacted after the date of this Agreement, or in the case of the GMP, after the date of an accepted GMP proposal.

3.3.4 Design-Builder shall obtain and Owner shall pay for the building permits necessary for the construction of the Project.

3.3.5 Design-Builder shall provide periodic written reports to Owner on the progress of the Work in such detail as is reasonably agreed to by the Parties.

3.3.6 Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to Owner at mutually agreeable intervals.

3.3.7 Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Design-Builder shall clean the area and remove all



rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.3.8 Design-Builder shall prepare and submit to Owner final marked-up as-built drawings, in general documenting how the various elements of the Work were actually constructed or installed.

3.4 CONSTRUCTION SCHEDULE Design-Builder shall prepare and submit a Schedule of Work for Owner's written approval. This Schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from Owner. The Schedule shall be revised on a monthly basis or as mutually agreed by the Parties.

3.5 SAFETY OF PERSONS AND PROPERTY

3.5.1 SAFETY PRECAUTIONS AND PROGRAMS Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

3.5.2 Design-Builder shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.5.2.1 its employees and other persons at the Worksite;

3.5.2.2 materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

3.5.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.5.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE Design-Builder shall designate an individual at the Worksite in the employ of Design-Builder who shall act as Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by Design-Builder in writing to Owner, the designated safety representative shall be Design-Builder's project superintendent. Design-Builder will report promptly in writing all recordable accidents and injuries occurring at the Worksite to Owner. When Design-Builder is required to file an accident report with a public authority, Design-Builder shall furnish a copy of the report to Owner.

3.5.4 Design-Builder shall provide Owner with copies of all notices required of Design-Builder by Law. Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

3.5.5 Damage or loss not insured under property insurance that arises from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Design-Builder, or anyone for whose acts Design-Builder may be liable, shall be promptly remedied by Design-Builder.

3.5.6 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Design-Builder's safety program, may require Design-Builder to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Design-Builder does not adopt corrective measures, Owner may perform them and reduce by the costs of the corrective measures the amount of the GMP, or in the absence of a GMP, the Cost of the Work as provided in ARTICLE 8.



Design-Builder agrees to make no claim for damages, for an increase in the GMP, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion based on Design-Builder's compliance with Owner's reasonable request.

3.6 EMERGENCIES In any emergency affecting the safety of persons or property, Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, on account of emergency work shall be determined as provided for in ARTICLE 9.

3.7 HAZARDOUS MATERIALS

3.7.1 Design-Builder shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate governmental agency.

3.7.2 If, after commencing the Work, Hazardous Material is discovered at the Project, Design-Builder shall be entitled to immediately stop Work in the affected area. Design-Builder shall promptly report the condition to Owner and, if required, the governmental agency with jurisdiction.

3.7.3 Design-Builder shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.7.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action.

3.7.5 If Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material discovered at the Worksite, Design-Builder may be entitled to an equitable adjustment in the GMP or the Date of Substantial Completion or the Date of Final Completion.

3.7.6 MATERIALS BROUGHT TO THE SITE

3.7.6.1 Safety Data Sheets (SDS) as required by Law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Design-Builder, Subcontractors, Owner, or Others, shall be maintained at the Project by Design-Builder and made available to Owner and Subcontractors.

3.7.6.2 Design-Builder shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Design-Builder. Upon the issuance of the Certificate of Substantial Completion for the completed Project, Owner shall be responsible for materials and substances brought to the Worksite by Design-Builder if such materials or substances are required by the Contract Documents.

3.7.6.3 To the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, its agents, officers, directors, and employees, Design-Builder shall indemnify and hold harmless Owner, its agents, officers, directors, and employees, from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorneys'



fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of materials and substances brought to the Worksite by Design-Builder.

3.7.7 §3.7 shall survive the completion of the Work or Agreement termination.

3.8 WARRANTY

3.8.1 Design-Builder warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work.

3.8.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. To the extent products, equipment, systems, or materials incorporated in the Work are specified by Owner but purchased by Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by Design-Builder, Design-Builder shall assist Owner in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.8.3 Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to Owner.

3.8.4 Design-Builder shall collect all written warranties and equipment manuals and deliver them to Owner in a format directed by Owner.

3.8.5 With the assistance of Owner's maintenance personnel, Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.9 CORRECTION OF WORK WITHIN ONE YEAR

3.9.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, if any Defective Work is found, Owner shall promptly notify Design-Builder in writing. Unless Owner provides written acceptance of the condition, Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of Additional Services required for correction of any Defective Work for which it is responsible.

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of Work is complete. Correction periods shall not be extended by corrective work performed by Design-Builder.

3.9.3 If Design-Builder fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, Design-Builder shall pay the difference to Owner.



3.9.4 Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Design-Builder and allow Design-Builder an opportunity to correct the Work if Design-Builder elects to do so. If Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Design-Builder does not elect to correct the Work, Owner may have the Work corrected by itself or others, and, if Owner intends to seek recovery of those costs from Design-Builder, Owner shall promptly provide Design-Builder with an accounting of actual correction costs.

3.9.5 If Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Design-Builder shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Design-Builder's other obligations under the Contract Documents.

3.9.7 Before final payment, at Owner's option and with Design-Builder's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.10 CONFIDENTIALITY Design-Builder shall treat as confidential and not disclose to third-persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Design-Builder or which Design-Builder may acquire in performing the Work. To the extent necessary to perform the Work, Design-Builder's confidentiality obligations do not apply to disclosures to Subcontractors, and Suppliers. Owner shall Treat as Confidential information all of Design-Builder's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Except for information that Owner obtains through ownership of the copyright, Owner shall treat as confidential information all design systems that may be disclosed to Owner in connection with the performance of this Agreement. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

3.11 ADDITIONAL SERVICES Design-Builder shall provide or procure the following additional services upon the request of Owner. A written agreement between Owner and Design-Builder shall define the extent of such Additional Services before they are performed by Design-Builder. If a GMP has been established for the Work or any portion of the Work, such Additional Services shall be considered a Change in the Work, unless they are specifically included in the statement of the basis of the GMP as set forth in Amendment 1.

3.11.1 Investigation or making measured drawings of existing conditions or the reasonably required verification of Owner-provided drawings and information.

3.11.2 Inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Project.



3.11.3 Making revisions to the Schematic Design, Design Development, Construction Documents, or documents forming the basis of the GMP after they have been approved by Owner, and which are due to causes beyond the control of Design-Builder. Causes beyond the control of Design-Builder do not include acts or omissions on the part of Subcontractors, Suppliers, or the Design-Professional.

3.11.4 Acting as a Green Building Facilitator as identified in the ConsensusDocs 310 Green Building Addendum or separate addenda, which, at a minimum, shall include: (a) coordinating and facilitating the achievement of elected green measures and green status, such as achieving Leadership in Energy and Environmental Design "LEED" certification; (b) identifying, preparing, and submitting necessary documentation for elected green status; and (c) identifying project participants responsible to complete physical and procedural green measures;

3.12 DESIGN-BUILDER'S REPRESENTATIVE Design-Builder shall designate a person who shall be Design-Builder's representative. Design-Builder's Representative is TJ Nevin.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER Owner's responsibilities under this article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencing the Work and thereafter, at the written request of Design-Builder, Owner shall provide Design-Builder evidence of Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required in the Contract Documents to obtain, then Owner shall provide the following Worksite information to Design-Builder:

4.3.1 information describing the physical characteristics of the site, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner

4.4 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Design-Builder's written request, Owner shall provide Design-Builder with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property interest of the Worksite and the record legal title.

4.5 RESPONSIBILITIES DURING DESIGN PHASE

4.5.1 Owner shall provide Owner's Program at the inception of the Design Phase and shall review and timely approve in writing schedules, estimates, Preliminary Estimate, Schematic Design Documents, Design Development Documents, and Construction Documents furnished during the Design Phase, and the GMP Proposal.

4.6 RESPONSIBILITIES DURING CONSTRUCTION PHASE



4.6.1 Owner shall review the Construction Schedule and timely approve the milestone dates set forth.

4.6.2 If Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, Owner shall give prompt written notice to Design-Builder. The failure of Owner to give such notice shall not relieve Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

4.6.3 Owner shall have no contractual obligations to Subcontractors, suppliers, or the Design-Professional.

4.6.4 Owner shall provide insurance requirements for the Project as provided in ARTICLE 11.

4.7 TAX EXEMPTION If in accordance with Owner's direction Design-Builder claims an exemption for taxes. Owner shall indemnify and hold Design-Builder harmless for any penalty, interest, fine, or tax assessment incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's direction.

4.8 ELECTRONIC DOCUMENTS If Owner requires that the Parties exchange documents and data in electronic or digital form, before any such exchange, Owner and Design-Builder shall agree on and follow a separate written protocol addendum governing all exchanges of electronic data. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.9 OWNER'S REPRESENTATIVE Owner's Representative is District Project Manager Bree Waters. Owner's representative shall: (a) be fully acquainted with the Project; (b) agree to furnish the information and services required of Owner in a timely manner; and (c) have the authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its representative or the representative's authority as listed above, Owner shall notify Design-Builder in writing in advance.

ARTICLE 5 SUBCONTRACTS

5.1 RETAINING SUBCONTRACTORS Design-Builder shall not retain any Subcontractor to whom Owner has a reasonable and timely objection, provided that Owner agrees to compensate Design-Builder for any additional costs incurred by Design-Builder as a result of such objection. Owner may propose subcontractors to be considered by Design-Builder. Design-Builder shall not be required to retain any subcontractor to whom Design-Builder has a reasonable objection.

5.2 MANAGEMENT OF SUBCONTRACTORS Design-Builder shall be responsible for the management of Subcontractors in the performance of their work.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS

If this Agreement is terminated, at Owner's sole discretion, each subcontract and supply agreement may be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that:

5.3.1.1 this Agreement is terminated by Owner pursuant to §12.3 or §12.4; and

5.3.1.2 Owner accepts such assignment, after termination by notifying in writing Design-Builder and Subcontractor or Design-Builder and Supplier, and assumes all rights and obligations of Design-Builder pursuant to each subcontract or supply agreement.



5.3.2 If Owner accepts such an assignment, and the Work has been suspended for more than sixty (60) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

5.4 BINDING OF SUBCONTRACTORS AND SUPPLIERS Design-Builder agrees to bind every Subcontractor and Material Supplier to all the provisions of this Agreement and the Contract Document's applicable provisions to that portion of the Work.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement shall be March 23, 2023. The Work shall proceed in general accordance with the approved Project Schedule which may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion and the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. If such dates are not established upon the execution of this Agreement, at such time as a GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1.

6.2.1 The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.2.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.2.3 Unless instructed by Owner in writing, Design-Builder shall not knowingly commence the Work before the effective date of insurance required to be provided by Design-Builder.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Design-Builder, Design-Builder may be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of Design-Builder include, but are not limited to, the following: (a) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (b) encountering Hazardous Materials unanticipated by Design-Builder, or concealed or unknown conditions; (c) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (d) fire; (e) Terrorism; (f) epidemics; (g) adverse governmental actions. Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if Design-Builder incurs additional costs as a result of a delay that is caused by acts or omissions of Owner or Others, changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by Design-Builder or concealed or unknown conditions, delay authorized by Owner pending dispute resolution, and suspension by Owner under §ARTICLE 11, Design-Builder may be entitled to an equitable adjustment in the Contract Price subject to §6.5.



6.3.3 If delays to the Project are encountered for any reason, the Parties agree to take reasonable steps to mitigate the effect of such delays.

6.4 LIQUIDATED DAMAGES

6.4.1 SUBSTANTIAL COMPLETION The Parties agree that this Agreement shall/ shall not provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.4.1.1 Design-Builder understands that if the Date of Substantial Completion established by Amendment 1, as may be amended by subsequent Change Order, is not attained, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if the Date of Substantial Completion is not attained, Design-Builder shall pay Owner five hundred dollars (\$500) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.4.2 FINAL COMPLETION The Parties agree that this Agreement shall/ shall not provide for the imposition of liquidated damages based on the Date of Final Completion.

6.4.3 Design-Builder understands that if the Date of Final Completion established by this Amendment 1 is not attained, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if the Date of Final Completion is not attained, Design-Builder shall pay Owner five hundred dollars (\$500) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.4.4 OTHER LIQUIDATED DAMAGES The Parties may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.5 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.4 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.5.1 The Parties shall require similar waivers in contracts with Subcontractors and Others retained for the Project.



ARTICLE 7 PAYMENT

7.1 DESIGN PHASE PAYMENTS

7.1.1 To the extent required by Laws, the cost of services performed directly by Design-Professional is computed separately and is independent from Design-Builder's compensation for work or services performed directly by Design-Builder; these costs shall be shown as separate items on applications for payment. If any Design-Professional is retained by Design-Builder, the payments to Design-Professional shall be as detailed in a separate agreement between Design-Builder and Design-Professional.

7.1.2 Owner shall pay Design-Builder for services performed during the Design Phase, including preparation of a GMP Proposal, if applicable, as follows: 10% of the total GMP for 100% Construction Documents.

7.1.3 Compensation for Design Phase services, as part of the Work, shall include Design-Builder's Fee, paid in proportion to the services performed, subject to adjustment.

7.1.4 Compensation for Design Phase services shall be equitably adjusted if such services extend beyond seventy (70) days from the date of this Agreement for reasons beyond the reasonable control of Design-Builder or as provided in §9.1. For changes in Design Phase services, compensation shall be adjusted as follows:

7.1.5 No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Design-Builder of Owner's acceptance or rejection, in whole or in part, of such application for payment. Owner shall pay the amount due on a payment application, no later than fifteen (15) Days after accepting such application. Owner may deduct amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If the Parties cannot agree on a revised amount, then, within fifteen (15) Days after its initial rejection in part of such application, Owner shall pay to Design-Builder the appropriate amount for those items not rejected by Owner for which application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

Payments due but unpaid pursuant to §9.1.3, less any amount retained pursuant to §9.2 or §9.3, may bear interest at the rate of 5% from the date payment is due.

7.2 CONSTRUCTION PHASE PAYMENTS

7.2.1 Owner shall pay Design-Builder for Work performed following the commencement of the Construction Phase on the following basis:

7.2.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.2.1.2 Design-Builder's Fee paid in proportion to the services performed subject to adjustment.

7.2.2 The compensation to be paid under this section shall be limited to the GMP established in Amendment 1, which may be adjusted under ARTICLE 9.



7.2.3 Payment for Construction Phase services shall be as set forth in ARTICLE 10. If Design Phase services continue to be provided after construction has commenced, Design-Builder shall continue to be compensated as provided in §7.1, or as mutually agreed.

7.3 DESIGN-BUILDER'S FEE Design-Builder's Fee shall be as follows: 11.16%.

7.4 SHARED SAVINGS If at Final Completion, Cost of the Work plus Design-Builder's Fee is less than the GMP, the difference shall be shared as follows: The contingency and the allowances remain with Owner. The savings, if any, shall accrue seventy percent (70%) to Owner and thirty percent (30%) to Design-Builder. The shared savings shall be calculated and paid as part of final payment. Design-Builder shall not be entitled to any portion of the shared savings if either Party terminates this Agreement except for a termination for convenience pursuant to §12.4, Design-Builder's termination pursuant to §12.5, or, in the case of a termination for default under §12.3, if §12.5 applies

ARTICLE 8 COST OF THE WORK

Owner agrees to pay Design-Builder for the Cost of the Work as defined in this article. This payment shall be in addition to Design-Builder's Fee stipulated in §7.3.

8.1 COST ITEMS FOR DESIGN PHASE SERVICES

8.1.1 Compensation for Design Phase services as provided in §7.1.

8.2 COST ITEMS FOR CONSTRUCTION PHASE SERVICES

8.2.1 Labor Wages directly employed by Design-Builder performing the Work;

8.2.2 Salaries of Design-Builder's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office as mutually agreed by the Parties in writing;

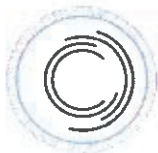
8.2.3 Cost of employee benefits and taxes including but not limited to workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Design-Builder's standard personnel policy, insofar as such costs are paid to employees of Design-Builder who are included in the Cost of the Work under §8.2.1 and §8.2.2;

8.2.4 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling;

8.2.5 Payments made by Design-Builder to Subcontractors for performed Work;

8.2.6 Fees and expenses for design services procured or furnished by Design-Builder except as provided by the Design-Professional and compensated in §7.1;

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed, that remain the property of Design-Builder;



8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Design-Builder or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Design-Builder or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds which Design-Builder is required to procure or deems necessary, and approved by Owner, including any additional premium incurred as a result of any increase in the GMP.

8.2.10 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Design-Builder is liable.

8.2.11 Permits, fees, licenses, tests, and royalties.

8.2.12 All costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.13 All water, power, and fuel costs necessary for the Work.

8.2.14 Cost of removal of all non-hazardous substances, debris, and waste materials.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. Design Builder will inform Owner of all discounts available for direct payment by Owner and Design Builder is not entitled to obtain cash discounts unless it has previously disclosed such opportunity to Owner. To the extent payments are made with funds of Design-Builder, all cash discounts shall accrue to Design-Builder. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 9 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Order, Interim Directive, or a minor change in the work, subject to the limitations stated in the Contract Documents.

9.1 CHANGE ORDER

9.1.1 Design-Builder may request or Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of additions, deletions, or other revisions to the GMP or the estimated cost of the work, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion being adjusted accordingly. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article.

9.1.2 Each adjustment in the GMP or estimated Cost of the Work resulting from a Change Order shall clearly separate the amount attributable to compensation for Design Phase services, other Cost of the Work, and Design-Builder's Fee, with Design-Builder's Fee not to exceed 11.16%.

9.1.3 The Parties shall negotiate an appropriate adjustment to the GMP or the estimated Cost of the Work, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously



as possible. Acceptance of the Change Order and any adjustment in the GMP, the estimated Cost of the Work, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.

9.1.4 NO OBLIGATION TO PERFORM Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or Interim Directive has been issued.

9.2 INTERIM DIRECTIVE

9.2.1 Owner may issue an Interim Directive directing a change in the Work before agreeing on an adjustment, if any, in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate, the compensation for Design Phase services or directing Design-Builder to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Design-Builder shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, arising out of the Interim Directive. As the changed Work is performed, Design-Builder shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, for a change in the Work directed by an Interim Directives, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which Owner and Construction Manager have reached agreement on the GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 MINOR CHANGES IN THE WORK

9.3.1 Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

9.3.2 Design-Builder shall promptly inform Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by Design-Builder.

9.4 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions



ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Design Builder assumes all risks associated with or relating to the Project site and subsurface conditions regardless of the condition, cause, event or effect, and Design Builder shall remain responsible and obligated to complete the Project and Work provided in the Contract Documents. In the event Owner has provided any geotechnical or soils reports or similar information, Design Builder may rely upon such information and reports at its sole risk. Owner makes no implied or expressed representations or warranties regarding such reports or information, and has no liability or responsibility, therefore. Such information and reports shall not be deemed to be part of the Contract Documents. Any change in the GMP, estimated Cost of the Work, Design-Builder's Fee, and the dates of Substantial and Final Completion as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in this article.

9.5 DETERMINATION OF COST

9.5.1 An increase or decrease in the GMP or estimated Cost of the Work resulting from a change in the Work shall be determined by one or more of the following methods:

9.5.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.5.1.2 a mutually accepted, itemized lump sum;

9.5.2 If an increase or decrease in GMP or Contract Time cannot be agreed to as set forth in §9.5.1 above, and Owner issues an Interim Directive, the cost of the change in the Work shall be determined by the Cost of the Work expense incurred and savings as defined in ARTICLE 8 realized in the performance of the Work resulting from the change. If there is a net increase in the GMP, Design-Builder's Fee shall be adjusted as set forth in §7.4.1. In case of a net decrease in the GMP or a portion of the project is deleted, Design-Builder's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Design-Builder shall maintain a documented, itemized accounting evidencing the Cost of Work expenses and savings.

9.5.3 If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design-Builder, such unit prices shall be equitably adjusted.

9.5.4 If Owner and Design-Builder disagree as to whether work required by Owner is within the scope of the Work, Design-Builder shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations. If Owner issues a written order for Design-Builder to proceed, Design-Builder shall perform the disputed work and Owner shall pay Design-Builder fifty percent (50%) of its actual, direct cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

9.6 CLAIMS FOR ADDITIONAL COST OR TIME For any claim for an increase in the GMP, estimated Cost of the Work, Design-Builder's Fee, and the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, Design-Builder shall give Owner written notice of the claim within seven (7) Days after the occurrence giving rise to the claim or seven (7) Days after Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design



and estimating costs incurred in connection with possible changes requested by Owner, but which do not proceed, shall be made within seven (7) Days after the decision is made not to proceed. Thereafter, Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within seven (7) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Design-Builder's claim no later than fourteen (14) Days after receipt of Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of Design-Builder's claim. Any change in the GMP, estimated Cost of the Work, Design-Builder's Fee, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, resulting from such claim shall be authorized by Change Order.

9.7 CHANGES NOTICE Owner may direct Design-Builder to perform incidental changes in the Work upon concurrence with Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing an Interim Directive

ARTICLE 10 PAYMENT FOR CONSTRUCTION PHASE SERVICES

10.1 PROGRESS PAYMENTS

10.1.1 On the 15th Day of each month after the Construction Phase has commenced, Design-Builder shall submit to Owner an application for payment consisting of the Cost of the Work performed up to the last Day of the previous month, along with a proportionate share of Design-Builder's Fee. Prior to submission of the next application for payment, Design-Builder shall furnish to Owner a statement accounting for the disbursement of funds received under the previous application. The extent of such statement shall be as agreed upon between Owner and Design-Builder.

10.1.2 Within seven (7) Days after receipt of each monthly application for payment, Owner shall give written notice to Design-Builder of Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) Days after accepting such application, Owner shall pay directly to Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If Owner and Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, Owner shall pay directly to Design-Builder the appropriate amount for those items not rejected by Owner for which application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

10.1.3 Payments due but unpaid pursuant to §10.1.2, less any amount retained pursuant to §10.2 and §10.3 may bear interest at the rate of 5% from the date payment is due.

10.1.4 Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to Owner upon receipt of such payment by Design-Builder, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as liens.

10.1.5 Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.



10.1.6 Upon Substantial Completion of the Work, Owner shall pay Design-Builder the unpaid balance of the Cost of the Work, compensation for Design Phase services, and Design-Builder's Fee, less one hundred and fifty percent (150%) of the cost of completing any unfinished items as agreed to between Owner and Design-Builder as to extent and time for completion. Owner thereafter shall pay Design-Builder monthly the amount retained for unfinished items as each item is completed.

10.1.7 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein.

10.2 RETAINAGE From each progress payment made prior to the time of Substantial Completion, Owner may retain five percent (5%) of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.1 after the Work is fifty percent (50%) complete, and Owner is satisfied with the Work, Owner shall withhold no additional retainage and shall pay Design-Builder the full amount due on account of subsequent progress payments;

10.2.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.3 Owner may release retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work Owner has accepted;

10.3 ADJUSTMENT OF DESIGN-BUILDER'S APPLICATION FOR PAYMENT Owner may adjust or reject an application for payment or nullify a previously approved Design-Builder application for payment, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Design-Builder is responsible under this Agreement:

10.3.1 Design-Builder's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing Builder's Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Design-Builder to Owner or others to whom Owner may be liable;

10.3.3 Design-Builder's failure to properly pay either Design-Professional, Subcontractors, or Suppliers for labor, materials, equipment, or supplies furnished in connection with the Work, provided that Owner is making payments to Design-Builder or Constructor in accordance with this Agreement;

10.3.4 Rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the



unpaid balance of the GMP is not sufficient to offset any direct damages that may be sustained by Owner as a result of the anticipated delay caused by Design-Builder;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Design-Builder furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

10.3.8 No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Design-Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK Owner may use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. Design-Builder shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to Owner.

10.5 FINAL PAYMENT

10.5.1 Final Payment, consisting of the unpaid balance of the Cost of the Work, compensation for Design Phase services, and Design-Builder's Fee, shall be due and payable when the work is fully completed. Before issuance of final payment, Owner may request satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

10.5.2 In making final payment Owner waives all claims except for:

10.5.2.1 outstanding liens;

10.5.2.2 improper workmanship or defective materials appearing within one year after the Date of Substantial Completion;

10.5.2.3 work not in conformance with the Contract Documents;

10.5.2.4 terms of any special warranties required by the Contract Documents, and

10.5.2.5 Breach of the provisions of this Agreement or the Contract Documents.

10.5.3 In accepting final payment, Design-Builder waives all claims except those previously made in writing and which remain unsettled.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS



11.1 INDEMNITY

To the fullest extent permitted by law, Design-Builder shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from this Agreement or the performance or nonperformance of the Work. This indemnification shall not apply in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.

11.1.1 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Design-Builder, anyone directly or indirectly employed by Design-Builder or anyone for whose acts Design-Builder may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder under workers' compensation acts, disability benefit acts, or other employee benefit acts.

11.2 DESIGN-BUILDER'S LIABILITY INSURANCE

11.2.1 Before commencing the Work and as a condition precedent to payment, Design-Builder shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Design-Builder shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Design-Builder's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 Business Automobile Liability Insurance per accident \$2,000,000 combined single limit per occurrence.

11.2.1.2 Commercial General Liability Insurance

- (a) Per occurrence \$2,000,000
- (b) General aggregate \$4,000,000
- (c) Products/completed operations aggregate \$2,000,000
- (d) Personal and advertising injury limit \$2,000,000

11.2.2 Business Automobile Liability, and CGL coverage required under §11.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

11.2.3 Additional Insured. Owner shall be named as an additional insured on Design-Builder's Commercial General Liability Insurance specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, or those acting on Design-Builder's behalf, in the performance of Design-Builder's Work for Owner at the Worksite. The insurance of the Subcontractor shall be primary and non-contributory to any insurance available to the Additional Insureds.



11.2.4 Design-Builder shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Design-Builder fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Design-Builder, or terminate this Agreement.

11.2.5 To the extent commercially available to Design-Builder from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, Design-Builder shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Before starting the Work, Design-Builder shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also: (a) name Design-Builder, Subcontractors, Suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, avalanche, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be



responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Design-Builder has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Design-Builder shall provide a copy of the property policy or policies obtained in compliance with §11.3.1

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §11.3.1, then Owner shall give written notice to Design-Builder and the Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §11.3.1. Owner may then provide insurance to protect its interests and the interests of the Design-Builder, Subcontractors and Suppliers. The cost of this insurance shall be paid by Owner in a Change Order.

11.3.4 The Parties waive all rights against each other and their respective employees, agents, contractors and subcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

11.3.5 To the extent of the limits of Design-Builder's CGL specified in §11.2.1, Design-Builder shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of Design-Builder, Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.6 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Design Builder until the Date of Final Completion.

11.4 ROYALTIES, PATENTS, AND COPYRIGHTS Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Design-Builder and incorporated in the Work. Design-Builder shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

11.5 PROFESSIONAL LIABILITY INSURANCE Design-Builder shall obtain, either itself or through Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

Practice Policy or Project Specific Coverage written for not less than one million dollars (\$1,000,000) per claim and in the aggregate with a deductible not to exceed two million dollars (\$2,000,000). The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Design-Professional. This coverage shall be continued in effect for 5 year(s) after the Date of Substantial Completion.

11.6 BONDING Performance and Payment Bonds are required of Design-Builder. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause.



11.6.1 Such Performance Bond shall be issued in the penal sum equal to one-hundred percent (100%) of the:

- GMP (If there is no GMP, then the agreed estimated cost of the Project, including design and construction)
- Agreed estimated construction cost of the Project.

Such Performance Bond shall cover the cost to complete the Work.

11.6.2 These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in §3.13, whichever is later.

11.6.3 Design Builder shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

11.6.4 All bonds must be in the form specified by Owner prior to execution of the Contract, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

11.6.5 Each of the bonds required pursuant to this section must be executed by one or more surety companies authorized to do business in the State of Nevada. The bonds must be payable to the Owner and filed in the Owner's office.

11.6.6 If the surety on a bond furnished by Design Builder is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Design Builder shall promptly notify Owner in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

11.6.7 If Design Builder has failed to obtain a required bond, Owner may exclude the Design Builder from the Site and exercise Owner's termination rights under this Contract.

11.6.8 Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

11.6.9 Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

11.6.10 The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. Design-Builder's Payment Bond for the Project shall be made available by Owner or Design-Builder upon Subcontractor's written request.

11.6.11 Any increase in the GMP Price that exceeds ten percent [10%] in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent [10%]



amount, the penal sum of the bond shall remain equal to one-hundred percent [100%] of the GMP or as otherwise provided in §11.7.1. Design-Builder shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the GMP or the Dates of Substantial Completion or Final Completion, though Design-Builder shall require that its surety waives any requirement to be notified of any alteration or extension of time.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 Owner may order Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for its convenience.

12.1.2 Adjustments caused by suspension, delay, or interruption may be made for increases in the GMP, compensation for Design Phase services, Design-Builder's Fee, or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if Design-Builder is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

12.2 NOTICE TO CURE A DEFAULT If Design-Builder persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Design-Builder may be deemed in default.

12.2.1 If Design-Builder fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then Owner shall give Design-Builder and, if applicable, the surety, a second notice to correct the default within a three (3) Day period.

12.2.2 After receiving Owner's written notice, if Design-Builder fails to promptly commence and continue satisfactory correction of the default, then Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to Design-Builder; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Design-Builder the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to Design-Builder, but shall give Design-Builder prompt notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 TERMINATION BY OWNER FOR DEFAULT Upon expiration of the second notice for default period pursuant to §12.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Design-Builder's failure to cure, including the costs to complete the Work and reasonable attorneys' fees, exceed the GMP, Design-Builder shall be liable to Owner for such excess costs. If Owner's costs are less than the GMP, Owner shall pay the difference to Design-Builder. If Owner exercises its



rights under this section, upon the request of Design-Builder, Owner shall furnish to Design-Builder an accounting of the costs incurred by Owner.

12.3.2 If Design-Builder files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Design-Builder or Design-Builder's trustee rejects the Agreement; (b) a default occurred and Design-Builder is unable to give adequate assurance of required performance; or (c) Design-Builder is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.3 Owner shall make reasonable efforts to mitigate damages arising from Design-Builder default, and shall promptly invoice Design-Builder for all amounts due pursuant to §12.2.

12.4 **TERMINATION BY OWNER FOR CONVENIENCE** If Owner terminates this Agreement other than as set forth in §12.2, Owner shall pay Design-Builder for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs.

12.4.1 If Owner terminates this Agreement before commencing the Construction Phase, Design-Builder shall be paid for Design-Builder's Design Phase services provided to date as set forth in §7.1.2 and §7.1.3.

12.4.2 If Owner terminates this Agreement after commencement of the Construction Phase, Design-Builder shall be paid for (a) the Construction Phase services provided through the date of termination, pursuant to §7.2.1..

12.4.3 Owner shall also pay to Design-Builder fair compensation, either by purchase or rental at the election of Owner, for all equipment retained. As a condition of receiving the payments provided under this article, Design-Builder shall cooperate with Owner by taking all steps necessary to accomplish the legal assignment of Design-Builder's rights and benefits to Owner, including the execution and delivery of required papers.

12.5 **TERMINATION BY DESIGN-BUILDER**

12.5.1 Seven (7) Days after Owner's receipt of Design-Builder's written notice, Design-Builder may terminate this Agreement, if the Work has been stopped for a sixty (60) Day period through no fault of Design-Builder for any one of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of Design-Builder, materials are not available; or (c) Work is suspended by Owner for Convenience.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within seven (7) Days, Design-Builder may terminate this Agreement if Owner: assigns this Agreement over Design-Builder's reasonable objection; or fails to pay Design-Builder in accordance with this Agreement and Design-Builder stopped Work in compliance with §10.1.3.

12.5.3 Upon termination by Design-Builder in accordance with this section, Design-Builder is entitled to recover from Owner payment for all Work executed and for all proven loss, cost or expense in connection with the Work, plus demobilization costs.

13 **DISPUTE MITIGATION AND RESOLUTION**



- 13.1 **WORK CONTINUANCE AND PAYMENT** Unless otherwise agreed in writing, Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If Design-Builder continues to perform, Owner shall continue to make payments in accordance with the Agreement.
- 13.2 **DIRECT SETTLEMENT DISCUSSIONS** If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution.
- 13.3 **MEDIATION** If direct discussions pursuant to §13.2 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.
- 13.4 **LITIGATION** If the matter is unresolved after submission of the matter to mediation, the Parties may commence litigation in Washoe County Nevada.
- 13.4.1 If the matter is unresolved after submission of the matter to mediation, the Parties may commence litigation in Washoe County, Nevada.
- 13.4.2 **COSTS** The costs of litigation and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.
- 13.5 **MULTIPARTY PROCEEDING** All Parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.
- 13.6 **LIEN RIGHTS.** Nothing in this article shall limit any rights or remedies not expressly waived by Design-Builder which Design-Builder may have under lien laws.

14 MISCELLANEOUS PROVISIONS

- 14.5 **EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.
- 14.6 **ASSIGNMENT** Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement without the written consent of the other Party. The terms and conditions of this



Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly-owned subsidiary of Owner when Owner has fully indemnified Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Design-Builder than this Agreement. In the event of such assignment, Design-Builder shall execute any consent reasonably required. In such event, the wholly-owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

- 14.7 **GOVERNING LAW** The law in effect at the location of the Project shall govern this Agreement.
- 14.8 **SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.
- 14.9 **NOTICE** Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.
- 14.10 **NO WAIVER OF PERFORMANCE** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.
- 14.11 **TITLES** The titles given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.
- 14.12 **JOINT DRAFTING** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

15 CONTRACT DOCUMENTS

- 15.5 **CONTRACT DOCUMENTS** The Contract Documents are as follows:
- (a) This Agreement.
 - (b) Basis of Design/Owner's Program.
 - (c) Owner provided information pursuant to §3.7.4 and other Owner information identified as intended to be a contract document.
 - (d) The Schematic Design Documents upon Owner approval pursuant to §3.1.4.
 - (e) The Design Development Documents upon Owner approval pursuant to §3.1.6.
 - (f) The Construction Documents upon Owner approval under §3.1.7.
 - (g) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.
- 15.6 **ORDER OF PRECEDENCE** In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement, including Amendment 1; (b) this Agreement; (c) design documents approved by Owner pursuant to §3.1.4 through §3.1.7 in order of the most recently approved; (d) information furnished by Owner pursuant to §3.7.4 or designated as a Contract



Document in §15.1; (e) other documents listed in this Agreement. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Where figures are given, they shall be preferred to scaled dimensions. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings

OWNER:

INCLINE VILLAGE G. I. D.

Agreed to:

Matthew Dent, Chairman

Date

David Noble, Secretary

Date

Reviewed as to Form:

Joshua Nelson
District Legal Counsel

Date

CONTRACTOR:

Brycon Corporation

Agreed to:

By:

Signature of Authorized Agent

Print or Type Name and Title

Date

If CONTRACTOR is a Corporation, attach evidence of authority to sign.

END OF DOCUMENT.



EXHIBIT A

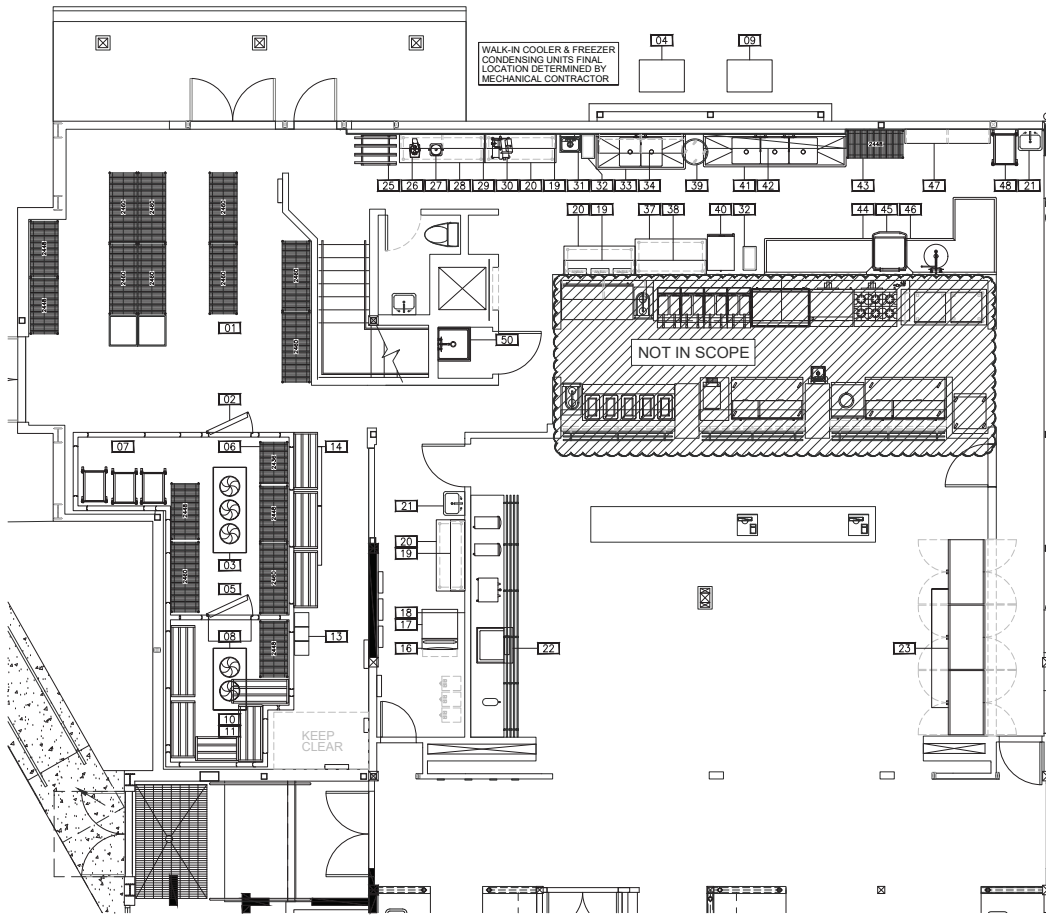
PROJECT SCHEDULE

INCLUDING CONSTRUCTION SCHEDULE

Activity ID	Activity Name	Activity Type	Original Duration	Start	Finish	Qtr 2, 2023				Qtr 3, 2023		Qtr 4, 2023
						Apr	May	Jun	Jul	Aug	Sep	Oct
IVGID Diamond Peak Base Lodge Kitchen Remodel			123	23-Mar-23	11-Sep-23							
Preconstruction			66	23-Mar-23	22-Jun-23							
A1000	Contract NTP	Start Milestone	0	23-Mar-23								
A1010	Design Team Contracts	Task Depender	6	23-Mar-23	30-Mar-23							
A1020	Design Development	Task Depender	30	31-Mar-23	11-May-23							
A1030	Permitting	Task Depender	30	12-May-23	22-Jun-23							
A1040	Design Finish	Finish Milestone	0		22-Jun-23							
Construction			57	23-Jun-23	11-Sep-23							
A1180	Construction Start	Start Milestone	0	23-Jun-23								
A1190	Mobilize	Task Depender	5	23-Jun-23	29-Jun-23							
A1200	Demolition	Task Depender	10	23-Jun-23	06-Jul-23							
A1210	Concrete Patchback	Task Depender	3	07-Jul-23	11-Jul-23							
A1220	Rough Framing	Task Depender	5	12-Jul-23	18-Jul-23							
A1230	MEP Rough-In	Task Depender	15	19-Jul-23	08-Aug-23							
A1240	Drywall Hang/Tape/Texture	Task Depender	10	09-Aug-23	22-Aug-23							
A1250	Paint	Task Depender	5	23-Aug-23	29-Aug-23							
A1260	Epoxy Floor Patch	Task Depender	3	30-Aug-23	01-Sep-23							
A1265	Food Prep Tables/Equip Install	Task Depender	5	04-Sep-23	08-Sep-23							
A1270	MEP Trim out	Task Depender	5	04-Sep-23	08-Sep-23							
A1280	Punch Walk	Task Depender	1	11-Sep-23	11-Sep-23							
A1290	Construction Finish	Finish Milestone	0		11-Sep-23							

EXHIBIT B

BASIS OF DESIGN/OWNER'S PROGRAM



PROVIDED BY		EQUIPMENT SCHEDULE		PLUMBING REQUIREMENTS					ELECTRICAL REQUIREMENTS	
ITEM	DESCRIPTION	MANUFACTURER	MODEL	ADDITIONAL	WASTE	WATER	GAS	REMARKS	LOAD	CONNECTION
NO.					EXP.	INCH.	COLD/HOT	SIZE	BTU	
01	1/2 DRY STORAGE	JOHN BOOS	EXISTING							
02	TEAWALK-IN COMBO	MASTER-BILT	CUSTOM		FS					ISAMPS DIRECT
03	TEACOOLER DWP.	MASTER-BILT	L1M00151A-TAZ							ISAMPS DIRECT
04	TEACOOLER CONDENSER	MASTER-BILT	MSMD015AB							ISAMPS DIRECT
05	1/2 DRESSING COOLER SHELVING	JOHN BOOS	EXISTING							
06	TEALINEN COOLER SHELVING	JOHN BOOS	EPOXY COATED							
07	TEALINEN RACKS	JOHN BOOS	APRH18020H							
08	TEAFREEZER EVAP.	MASTER-BILT	L1L00087B-TEZ		FS					BAMPS DIRECT
09	TEAFREEZER CONDENSER	MASTER-BILT	MSL0017AB							ISAMPS DIRECT
10	1/2 DRESSING FREEZER STORAGE	NEW AGE	EXISTING							
11	TEALINEN FREEZER STORAGE	NEW AGE	2004/2006							
12	SPARE									
13	TEALINEN LOCKERS	BY OWNER	EXISTING							
14	TEALINEN DRY STORAGE	NEW AGE	EXISTING							
15	SPARE									
16	TEALICE BIN	MANITOWOC	EXISTING		UTILITIES	DO NOT CHANGE				ISAMPS NEMA 4-2SP
17	TEALICE MAKER	FOLLETT	HCC1410ABT		UTILITIES	DO NOT CHANGE				BAMPS NEMA 5-15
18	TEALICE MANAGER	FOLLETT	MDV-2							
19	TEAWALL SHELF	JOHN BOOS	EXISTING							
20	TEAWORK TABLE	JOHN BOOS	EXISTING	W/B						
21	TEAHAND SINKS	JOHN BOOS	EXISTING		UTILITIES	DO NOT CHANGE				UTILITIES DO NOT CHANGE
22	TEACOOL FOUNTAIN	BY OWNER	EXISTING		UTILITIES	DO NOT CHANGE				BAMPS NEMA 5-15
23	TEAMERCHANDISER	TRUE	GM489L							
24	SPARE									
25	TEALINEN RACK	NEW AGE	EXISTING							
26	TEAFOOD PROCESSOR	ROBOT COUPE	EXISTING							
27	TEAFOOD BLENDER	WARING	EXISTING							
28	TEAWORK TABLE	JOHN BOOS	EXISTING							
29	TEAWALL SHELF	JOHN BOOS	EXISTING							
30	TEAFOOD SLICER	JOHN BOOS	EXISTING	W/B						
31	TEAHAND SINK	GLOBE	PH82041020M	S/P	FS	1/2"	1/2"			BAMPS NEMA 5-15
32	TEATRASH CAN	CARIBLE	34202303							
33	TEALINEP SINK	JOHN BOOS	281824401B		FS	1/2"	1/2"			
34	TEAPOT RACK SHELF	JOHN BOOS	BHS1672PR	W/B						
35	SPARE									
36	SPARE									
37	TEAWORK TABLE	JOHN BOOS	EXISTING					C/O		ISAMPS NEMA 5-15
38	TEAWALL SHELF	JOHN BOOS	EXISTING							
39	TEATRASH CAN	RUBBERMAID	FC2655000RAY							
40	TEALCOOK/HOLD	ALTO SHAM	EXISTING							
41	TEAL3 COMP SINK	JOHN BOOS	EXISTING							
42	TEAWALL SHELF	JOHN BOOS	EXISTING	W/B						
43	TEACLEAN POT/RIN	JOHN BOOS	EXISTING							
44	TEACLEAN DISHWASHER	JOHN BOOS	EXISTING							
45	TEADISHMACHINE	GMA	EXISTING		UTILITIES	DO NOT CHANGE				UTILITIES DO NOT CHANGE
46	TEASOILED DISH TABLE	BY OWNER	EXISTING		UTILITIES	DO NOT CHANGE				
47	TEAWALL SHELF	JOHN BOOS	EXISTING							
48	TEASPEED RACK	JOHN BOOS	EXISTING							
49	SPARE									
50	TEALINEP SINK	BY OWNER	EXISTING		UTILITIES	DO NOT CHANGE				

ABBREVIATIONS		P/F1 PASS THROUGH		W/B WALL BACKING	
S/S	STAINLESS STEEL	U/C	UNDERCOUNTER	S/P	SIRE SPLASH
C/S	CONVEYANCE OUTLET	R/R	REMOTE REFRIGERATION	T/B	TO BE DETERMINED
S/T	SNAP AND TIEVEL	N/C	NOT IN CONTRACT	ST	STAIN
P/O	PART OF	INC	INCLUDED IN	TEL	TELEPHONE

FOODSERVICE- EQUIPMENT LAYOUT

SCALE: 1/4"=1'0"



ATLASKITCHENCONCEPTS.COM

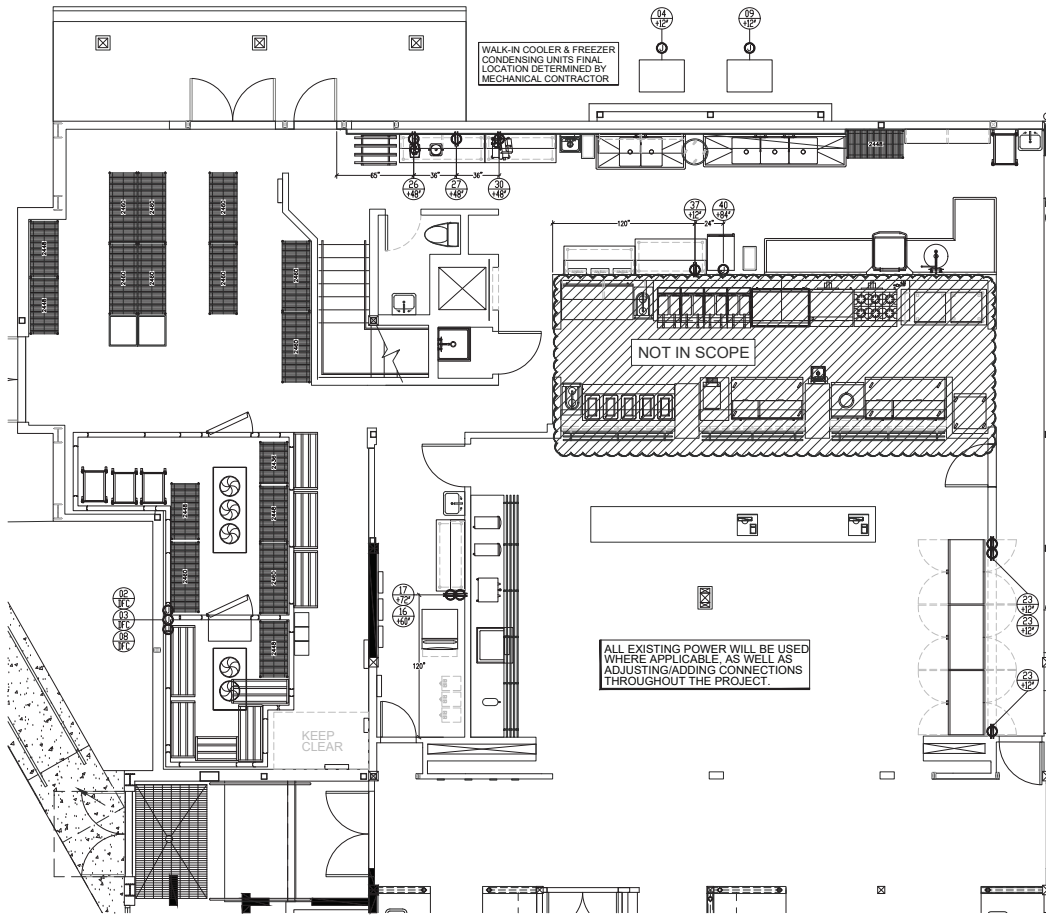
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REVISIONS

DIAMOND PEAK SKI RESORT
1270 SKI WAY
INCLINE VILLAGE, NV 89451

AS NOTED
CT
7/22/2022

FS-10
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NO.	ITEM	DESCRIPTION	MANUFACTURER	MODEL	ADDITIONAL	PLUMBING REQUIREMENTS				REMARKS	ELECTRICAL REQUIREMENTS	
						WASTE	WATER	GAS	OTHER		LOAD	CONNECTION
01	ITL DRY STORAGE	JOHN BOOS	EXISTING									
02	TEA WALK-IN COMBO	MASTER-BILT	CUSTOM			FS					ISAMPS	DIRECT
03	TEA COOLER DUMP	MASTER-BILT	L1M00151A-TAZ								ISAMPS	DIRECT
04	TEA COOLER CONDENSER	MASTER-BILT	MSMD015AB								ISAMPS	DIRECT
05	ITL DRESSING COOLER SHELVING	JOHN BOOS	EXISTING									
06	TEA NEW COOLER SHELVING	JOHN BOOS	EPOXY COATED									
07	TEA PAN RACKS	JOHN BOOS	APR16020H									
08	TEA FREEZER EVAP	MASTER-BILT	L1L00087B-TEZ			FS					BAMPS	DIRECT
09	TEA FREEZER CONDENSER	MASTER-BILT	MSL0017AB								ISAMPS	DIRECT
10	ITL DRESSING FREEZER STORAGE	NEW AGE	EXISTING									
11	TEA NEW FREEZER STORAGE	NEW AGE	Z004/2006									
12	SPARE											
13	TEA NEW FREEZE LOCKERS	BY OWNER	EXISTING									
14	TEA BULK DRY STORAGE	NEW AGE	EXISTING									
15	SPARE											
16	TEA ICE BIN	MANITOWOC	EXISTING			UTILITIES	DO NOT CHANGE					
17	TEA ICE MAKER	FOLLETT	HCC1410ABT			UTILITIES	DO NOT CHANGE					
18	TEA ICE MANAGER	FOLLETT	MDV-2								ISAMPS	NEMA 6-25P
19	TEA WALL SHELF	JOHN BOOS	EXISTING								BAMPS	NEMA 5-15
20	TEA WORK TABLE	JOHN BOOS	EXISTING			W/B						
21	TEA HAND SINKS	JOHN BOOS	EXISTING			UTILITIES	DO NOT CHANGE				UTILITIES	DO NOT CHANGE
22	TEA COCA FOUNTAIN	BY OWNER	EXISTING			UTILITIES	DO NOT CHANGE				BAMPS	NEMA 5-15
23	TEA MERCHANDISER	TRUE	GM489L									
24	SPARE											
25	TEA CAN RACK	NEW AGE	EXISTING									
26	TEA FOOD PROCESSOR	ROBOT COUPE	EXISTING								7AMPS	NEMA 5-15
27	TEA FOOD BLENDER	WARING	EXISTING								ISAMPS	5-15
28	TEA WORK TABLE	JOHN BOOS	EXISTING			W/B						
29	TEA WALL SHELF	JOHN BOOS	EXISTING								BAMPS	NEMA 5-15
30	TEA FOOD SLICER	JOHN BOOS	EXISTING			S/P						
31	TEA HAND SINK	GLOBE	PH8284102DM			FS	1/2"	1/2"				
32	TEA TRASH CAN	CARBLE	34202303			FS	1/2"	1/2"				
33	TEA PREP SINK	JOHN BOOS	2818244021B			W/B						
34	TEA POT RACK SHELF	JOHN BOOS	BH51672PR									
35	SPARE											
36	SPARE											
37	TEA WORK TABLE	JOHN BOOS	EXISTING						C/O		ISAMPS	NEMA 5-15
38	TEA WALL SHELF	JOHN BOOS	EXISTING									
39	TEA TRASH CAN	RUMBERLAND	FC2665000RAY									
40	TEA COOK/HOLD	ALTO SHAM	EXISTING								7AMPS	DIRECT
41	TEA S COMP SINK	JOHN BOOS	EXISTING			FS	1/2"	1/2"				
42	TEA WALL SHELF	JOHN BOOS	EXISTING			W/B						
43	TEA SINK PREP PAN	JOHN BOOS	EXISTING									
44	TEA CLEAN DISHWASHER	JOHN BOOS	EXISTING								UTILITIES	DO NOT CHANGE
45	TEA DISHWASHER	GMA	EXISTING			UTILITIES	DO NOT CHANGE				UTILITIES	DO NOT CHANGE
46	TEA SINK DISH TABLE	BY OWNER	EXISTING			UTILITIES	DO NOT CHANGE					
47	TEA WALL SHELF	JOHN BOOS	EXISTING									
48	TEA PREP RACK	JOHN BOOS	EXISTING									
49	SPARE											
50	TEA PREP SINK	BY OWNER	EXISTING			UTILITIES	DO NOT CHANGE					

ABBREVIATIONS		ABBREVIATIONS	
S/S	STAINLESS STEEL	P/T	PASS THROUGH
U/C	UNDERCOUNTER	S/P	SIRE SPLASH
S/O	DRAINAGE OUTLET	R/R	REFRIGERATION
S/P	SINK AND TUBEL	NC	NOT IN CONTRACT
P/O	PART OF	INC	INCLUDED IN
		W/B	WALL BACKING
		TSB	TO BE DETERMINED

FOODSERVICE - ELECTRICAL

SCALE: 1/4"=1'-0"

ELECTRICAL ABBREVIATIONS

- A.F.F. = ABOVE FINISH FLOOR
- D.C.D. = DUPLEX CONVENIENCE OUTLET
- D.F.C. = DIRECT FROM CEILING
- E.C. = ELECTRICAL CONTRACTOR
- J-BDX = JUNCTION BOX
- F.S.U. = FLOOR STUB-UP
- F.W.F. = FLUSH WITH FLOOR
- S.C.D. = SINGLE CONVENIENCE OUTLET
- K.E.C. = KITCHEN EQUIPMENT CONTRACTOR

ELECTRICAL SYMBOLS

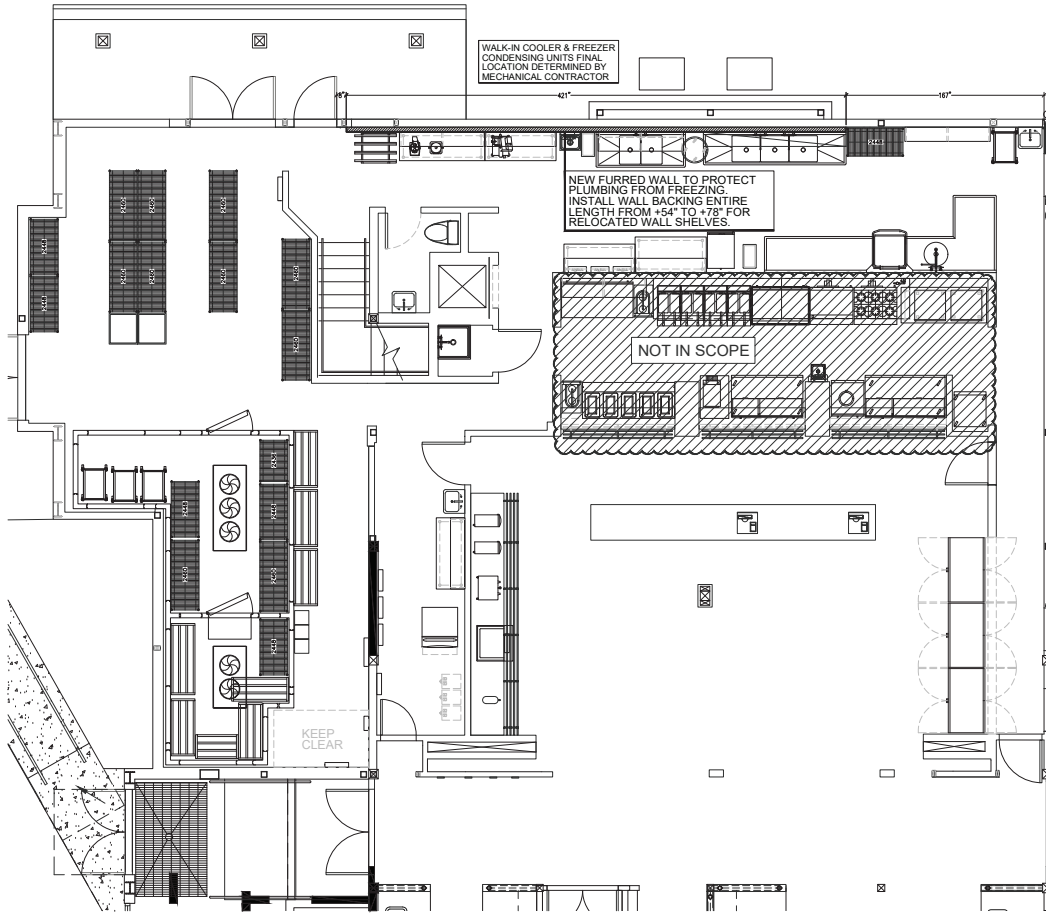
- = DATA LINE J-BOX
- = DUPLEX CONVENIENCE OUTLET
- ⊕ = EMERGENCY EXIT LIGHT
- ⊕ = EMERGENCY FIRE STROBE
- ⊕ = FLOOR STUB-UP
- ⊕ = JUNCTION BOX
- = SINGLE CONVENIENCE OUTLET
- ⊕ = SWITCH
- ⊕ = TELEPHONE LINE J-BOX
- ⊕ = VAPOR-PROOF LIGHT
- ⊕ = CONNECTION LINE
- ⊕ = CONNECTION '11D' NUMBER

ELECTRICAL NOTES

- The Electrical rough-in information shown conforms to requirements of equipment provided by OWNER. See architectural drawings for requirements other than shown. Locations indicated are considered most practical and convenient. Owner shall assume no responsibility should any conflicting items concerning this structure make these locations impractical.
- Electrical Contractor shall provide requirements of any owner furnished or future equipment shown on this drawing.
- All work shall conform to applicable National, State, and Local codes.
- Electrical Contractor shall furnish all wiring, circuit breakers, receptacles, disconnects, etc. required to put equipment in operating order. Cord & Plug Assemblies (when specified) shall be installed in accordance with manufacturer's instructions by E.C. All final connections and interconnections by E.C.
- The Walk-in Cooler/Freezer & other remote refrigeration units require connections to solenoid valve(s), thermostat(s), drain heat tape, time clock motors and control wiring to remote compressor. All connections to be provided by E.C.
- Electrical power to cooking equipment, where required, shall be provided thru a Shunt-Trip system for FIRE/FUEL shut off IAW NFPA Bulletin #96, by E.C. shall wire control circuit to Micro Switch provided by K.E.C. at hood fire protection system control box.

THIS PLAN IS PRIMARILY A GENERAL ARRANGEMENT OF EQUIPMENT PREPARED FROM AVAILABLE INFORMATION FOR THE CONVENIENCE OF CONTRACTORS. PLUMBING, ELECTRICAL AND VENT OUTLETS HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE TO BE USED BY CONTRACTORS TO MAKE CONNECTIONS TO MAKE FINAL CONNECTIONS ON THE JOB. COMPLETE RESPONSIBILITY FOR ADHERENCE TO ALL CODES, ETC. AND ARE TO MAKE FINAL CONNECTIONS ON THE JOB. NO STAND ANY EXPENSE FOR CHANGES MADE NECESSARY BY LOCAL BUILDING CODES, ORDINANCES, STRUCTURAL CONDITIONS, OR BY THE SUBSTITUTION OR CHANGES IN EQUIPMENT SHOWN ON THIS PLAN. THIS PLAN MUST BE VERIFIED AND APPROVED BEFORE DETAILING CAN BE STARTED. THESE PLANS ARE THE PROPERTY OF ATLAS KITCHEN CONCEPTS AND CANNOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF ATLAS KITCHEN CONCEPTS. THIS PLAN IS FULLY PROTECTED UNDER THE COPYRIGHT LAWS OF THE UNITED STATES.

DIAMOND PEAK SKI RESORT
 12710 SKIWAY
 INCLINE VILLAGE, NY 89451



PROVIDED BY		EQUIPMENT SCHEDULE		PLUMBING REQUIREMENTS				ELECTRICAL REQUIREMENTS	
ITEM	DESCRIPTION	MANUFACTURER	MODEL	ADDITIONAL	WASTE	WATER	GAS	REMARKS	LOAD CONNECTION
					EXP.	INCH.	COLD/HEAT	SIZE	BTU
01	1/2" DRY STORAGE	JOHN BOOS	EXISTING						
02	TEA WALK-IN COMBO	MASTR-BILT	CUSTOM		FS				ISAMPS DIRECT
03	TEA COOLER DUMP	MASTR-BILT	11M00151A-TAZ						ISAMPS DIRECT
04	TEA COOLER CONDENSER	MASTR-BILT	MSMD015AB						ISAMPS DIRECT
05	1/2" DRAINING COOLER SHELVING	JOHN BOOS	EXISTING						
06	TEA NEW COOLER SHELVING	JOHN BOOS	EPOXY COATED						
07	TEA PAN RACKS	JOHN BOOS	APRH18020H						
08	TEA FREEZER EVAP	MASTR-BILT	11L00087B-TZ		FS				BAMPS DIRECT
09	TEA FREEZER CONDENSER	MASTR-BILT	MSL0017AB						ISAMPS DIRECT
10	1/2" DRAINING FREEZER STORAGE	NEW AGE	EXISTING						
11	TEA NEW FREEZER STORAGE	NEW AGE	2004/2006						
12	SPARE								
13	TEA EMPLOYEE LOCKERS	BY OWNER	EXISTING						
14	TEA BULK DRY STORAGE	NEW AGE	EXISTING						
15	SPARE								
16	TEA ICE BIN	MANITOWOC	EXISTING		UTILITIES		DO NOT CHANGE		
17	TEA ICE MAKER	FOLLETT	HCC1410ABT		UTILITIES		DO NOT CHANGE		
18	TEA ICE MANAGER	FOLLETT	INDY-2						ISAMPS NEMA 4-2SP
19	TEA WALL SHELF	JOHN BOOS	EXISTING						BAMPS NEMA 5-15
20	TEA WORK TABLE	JOHN BOOS	EXISTING	W/B					
21	TEA HAND SINKS	JOHN BOOS	EXISTING		UTILITIES		DO NOT CHANGE		UTILITIES DO NOT CHANGE
22	TEA COCA FOUNTAIN	BY OWNER	EXISTING		UTILITIES		DO NOT CHANGE		BAMPS NEMA 5-15
23	TEA MERCHANDISER	TRUE	GDM49RL						
24	SPARE								
25	TEA CAN RACK	NEW AGE	EXISTING						
26	TEA FOOD PROCESSOR	ROBOT COUPE	EXISTING						BAMPS NEMA 5-15
27	TEA FOOD BLENDER	WARING	EXISTING						ISAMPS NEMA 5-15
28	TEA WORK TABLE	JOHN BOOS	EXISTING	W/B					
29	TEA WALL SHELF	JOHN BOOS	EXISTING						BAMPS NEMA 5-15
30	TEA FOOD SLICER	JOHN BOOS	EXISTING	S/P	FS	1/2"	1/2"		
31	TEA HAND SINK	GLOBE	PH820411020M						
32	TEA TRASH CAN	CARBLE	34202303		FS	1/2"	1/2"		
33	TEA PREP SINK	JOHN BOOS	2818244021B		W/B	FS	1/2"	1/2"	
34	TEA POT RACK SHELF	JOHN BOOS	BHS1672PR						
35	SPARE								
37	TEA WORK TABLE	JOHN BOOS	EXISTING					C/O	ISAMPS NEMA 5-15
38	TEA WALL SHELF	JOHN BOOS	EXISTING						
39	TEA TRASH CAN	RUBBERMAID	FC26550008AY						BAMPS DIRECT
40	TEA COOK/HOLD	ALTO SHAM	EXISTING		FS	1/2"	1/2"		
41	TEA 3 COMP SINK	JOHN BOOS	EXISTING	W/B					
42	TEA WALL SHELF	JOHN BOOS	EXISTING						
43	TEA CLEAN POT/RIN	JOHN BOOS	EXISTING						
44	TEA CLEAN DISHWASH	JOHN BOOS	EXISTING						UTILITIES DO NOT CHANGE
45	TEA DISH MACHINE	GMA	EXISTING		UTILITIES		DO NOT CHANGE		UTILITIES DO NOT CHANGE
46	TEA SOILED DISH TABLE	BY OWNER	EXISTING		UTILITIES		DO NOT CHANGE		
47	TEA WALL SHELF	JOHN BOOS	EXISTING						
48	TEA SPRED RACK	JOHN BOOS	EXISTING						
49	SPARE								
50	TEA WAP SINK	BY OWNER	EXISTING		UTILITIES		DO NOT CHANGE		

FOODSERVICE - BUILDING COND.

SCALE: 1/4"=1'-0"

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REVISIONS

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EXHIBIT C

PREVAILING WAGE DOCUMENTATION

**WASHOE COUNTY 2022/2023 PREVAILING WAGE RATES,
INCLUDING ALL APPLICABLE ADDENDA**

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

BRETT K. HARRIS
LABOR COMMISSIONER



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OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

2023 PREVAILING WAGE RATES WASHOE COUNTY

DATE OF DETERMINATION: October 1, 2022

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

PREVAILING WAGE DETERMINATIONS - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

OBJECTIONS TO PREVAILING WAGE DETERMINATIONS – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.

Air Balance Technician	4
Alarm Installer	5
Boilermaker	6
Bricklayer	7
Carpenter	8
Cement Mason	9
Electrician – Communication Technician	10
Electrician - Lineman	12
Electrician – Neon Sign	14
Electrician - Wireman	15
Elevator Constructor	16
Fence Erector	18
Flagperson	19
Floorcoverer	20
Glazier	21
Highway Striper	22
Hod Carrier-Brick Mason	23
Hod Carrier – Plasterer Tender	24
Ironworker	26
Laborer	29
Lubrication And Service Engineer (Mobile And Grease Rack)	46
Mechanical Insulator	31
Millwright	32
Operating Engineer	34
Operating Engineer – Steel Fabricator & Erector	34
Operating Engineer – Piledriver	35
Painter	37
Piledriver (Non-Equipment)	39
Plasterer	40
Plumber/Pipefitter	41
Refrigeration	42
Roofer	43
Sheet Metal Worker	45
Soils and Material Tester	46
Sprinkler Fitter	46
Surveyor	46
Taper	47
Tile/Terrazzo Worker/Marble Mason Finisher	49
Tile/Terrazzo Worker/Marble Mason	49
Traffic Barrier Erector	51
Truck Driver	52
Well Driller	54
Group Classifications	
Labor Group Classifications	55
Operating Engineers	59

NRS section 338.010 subsection (25) “Wages” means:

- a) The basic hourly rate of pay; and
- b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the worker.

NRS section 338.035 Bona Fide Fringe Benefits - Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. “Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS section 338.030.

Please see NRS sections 338.010, 338.020, and 338.035 and Nevada Administrative Code (NAC) sections 338.0097 and 338.092 through 338.100 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workers

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC section 338.0095(1)(a) - A worker employed on a public work must be paid the applicable prevailing rate of wage for the type of work that the worker actually performs on the public work and in accordance with the recognized class of the worker.
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner in writing for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any, and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
 - Amendments to the prevailing wage determinations.
 - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

Zone Rates

The zone rate has been added to each applicable craft.

Premium Pay Premium pay for hours worked in excess of a shift of 8 hours or 12 hours, or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

Craft: AIR BALANCE TECHNICIAN (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Air Balance Technician Journeyman.....	71.50
Air Balance Technician-Foreman.....	75.71
Air Balance Technician-General Foreman.....	79.93

ADD ZONE RATE

In addition to AIR BALANCE rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

ADD PREMIUM PAY

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

JOB DESCRIPTION: Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: ALARM INSTALLER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Alarm Installer.....33.79

JOB DESCRIPTION:

Includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

Craft: BOILERMAKER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Boilermaker.....	65.94
Boilermaker Foreman.....	65.94
Boilermaker General.....	65.94

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

JOB DESCRIPTION:

Includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

Craft: BRICKLAYER (Union Rate)
Prevailing wage rates include the base rate as well as all applicable fringes

Bricklayer Journeyman.....48.71
 Bricklayer Foreman.....49.96

Add Zone pay

Zone	75 miles and Over	\$8.13
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ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.
 New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day,
 Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between No, NV Masonry Contractors and LIUNA
 Local 169

This shall apply to and cover the work of Brick/Block Masonry, Stone Masonry, Artificial Masonry
 Marble Masonry.

Craft: CARPENTER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Carpenter Journeyman.....	54.91
Carpenter Foreman.....	58.32
Carpenter General Foreman.....	62.07

ADD ZONE RATE

(Building and Heavy Highway and Dam Construction)

In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	Over 300 miles	\$6.00

ADD PREMIUM PAY

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

JOB DESCRIPTION Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure. All rigging of Carpenters', and Piledrivers' materials.

(2) All heavy, highway and engineering construction, including but not limited to the construction, improvement, modification and demolition of all or any part of the streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and draining systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwaters or rip rap stone or operations incidental to such heavy construction work and whether such work is above or below the water line level.

(3) The character of such work covered by this Agreement shall include but not be limited to all carpenter, concrete form work, shoring, drywall, metal stud, drywall finishing, plaster, scaffold, modular furniture, trade show work, insulation, acoustical, and lathing work on such construction

(4) All interior and/or exterior wall finish work, including EIFS and other wet wall finish work.

Craft: CEMENT MASON (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Cement Mason - Journeyman.....	48.92
Cement Mason - Foreman.....	52.55

ADD ZONE RATE

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:

Zone 1	0 to 90 miles	\$0.00
Zone 2	over 90 miles	\$6.00

ADD PREMIUM PAY

OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All work performed after twelve (12) consecutive hours shall be paid at double the hourly rate. All worked performed on Saturdays shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.

RECOGNIZED HOLIDAYS

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day and the following Friday following Thanksgiving Day, and Christmas

JOB DESCRIPTIONS

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.

2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.

3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:

Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.

Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Communication Installer.....	44.79
Communication Technician.....	49.66
Senior Technician	52.91

ADD ZONE RATE

In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 to 90 miles	\$8.00
Zone 3	90 miles and over	\$10.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For the first eight (8) hours worked on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eight (10) hours in one day or shift.
2. For any hours worked on Sunday
3. For any hours worked on Holidays

Shift Rates

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (33.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

**Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)

JOB DESCRIPTION:

The work covered by this Agreement shall include the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

- A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS 1. Background-foreground music 2. Intercom and telephone interconnect systems 3. Telephone systems 4. Nurse call systems 5. Radio page systems 6. School intercom and sound systems 7. Burglar alarm systems 8. Low-voltage

master clock systems 9. Multi-media/multiplex systems 10. Sound and musical entertainment systems
11. RF Systems 12. Antennas and Wave Guide

B. FIRE ALARM SYSTEMS * 1. Installation, wire pulling and testing

C. Television and Video Systems 1. Television monitoring and surveillance systems 2. Video security systems 3. Video entertainment systems 4. Video educational systems 5. Microwave transmission systems 6. CATV and CCTV

D. Security Systems 1. Perimeter security systems 2. Vibration sensor systems 3. Card access systems
4. Access control systems 5. Sonar/Infrared monitoring equipment

E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)
1. SCADA (Supervisory Control and Data Acquisition) 2. PCM (Pulse Code Modulation) 3. Inventory Control Systems 4. Digital Data Systems 5. Broadband and Baseband and Carriers 6. Point of Sale Systems 4 7. VSAT Data Systems 8. Data Communication Systems 9. RF and Remote-Control Systems 10. Fiber Optic Data Systems

Craft: ELECTRICIAN LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR
(Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Electrician-Groundman.....	56.09
Lineman-Journeyman.....	81.13
Lineman-Foreman.....	87.80
Lineman-General Foreman.....	94.54
Lineman-Equipment Man.....	67.81

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

RECOGNIZED HOLIDAYS

New Year's Day, Martin Luther King Holiday, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION:

Outside, overhead and underground construction and maintenance work on electrical transmission lines, switch yards, substations and distribution systems which shall include:

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment); the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.

2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

The moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly of all electrical materials on race-ways such as ducts, shall be performed by workmen under the Agreement. This shall also include CIC (cable in conduit), CC (coillable conduit), the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of termination and the splicing of such conductors.

Street lighting systems where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.

Installing and maintaining the catenary and trolley work and bonding of rails shall be handled in the same manner as pole line, and steel construction.

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

Craft: ELECTRICIAN – NEON SIGN
(Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Electrician Neon Sign Journeyman.....37.06

ELECTRICIAN-NEON SIGN, includes but is not limited to:

- 1. Installing, servicing and repairing plastic, neon and illuminated signs;
- 2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
- 3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
- 4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

Craft: ELECTRICIAN WIREMAN (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Wireman.....	69.61
Wireman-Cable Splicer.....	75.41
Wireman Foreman.....	75.41
Wireman General Foreman.....	81.21

ADD ZONE RATE

In addition to ELECTRICIAN-Wireman, rates, add the applicable amounts per hour, calculated from Washoe County Courthouse, Reno Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 to 90 miles	\$8.00
Zone 3	90 miles and over	\$10.00

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For the first eight (8) hours worked on Saturday

Double the regular straight time hourly rate shall be paid for all time:

3. For all hours worked over ten (10) hours in one day or shift.
4. For any hours worked on Sunday
5. For any hours worked on Holidays

Shift Rates

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (33.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

****Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)**

RECOGNIZED HOLIDAYS

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admission Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between NECA and Local Union 401, IBEW

All electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heat and power equipment, installation of all raceway systems, including underground conduits and all supports, underground utility conduits, photovoltaic power generation systems, wind power generation systems and geothermal power generating systems. Further all salvage of electrical work shall be included.

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Elevator Constructor-Journeyman Mechanic.....	117.95
Elevator Constructor-Journeyman Mechanic In Charge.....	128.06

ADD PREMIUM PAY

Work performed on Construction Work on Saturdays, Sundays and before and after 30 the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement of International Union of Elevator Constructors

The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a forklift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory. The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators

- (d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.
- (e) The erecting of all guide rails.
- (f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.
- (g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
- (h) The setting of all templates.
- (i) All foundations, either of wood or metal, that should take the place of masonry.
- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of temporary cars.
- (s) The setting of all elevator pressure open or pit tanks.
- (t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.
- (v) Landing door entrances.

Craft: FENCE ERECTOR (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Fence Erector.....45.78

ADD ZONE RATE

In addition to FENCE ERECTOR rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION:

Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power-driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

Craft: FLAG PERSON (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Flag Person.....42.66

ADD ZONE RATE

In addition to FLAG PERSON add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

Craft: FLOOR COVERER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Floor Coverer Journeyman.....	50.69
Floor Coverer Foreman.....	54.12

ADD PREMIUM PAY

Shift work

1. \$2.00 per hour will be added to the taxable net wage to shift schedule of hours worked between 6:00 p.m. and 6:00 a.m.

One and one half (1 ½) time -shall be calculated using one (1) hour of the taxable net wage and one half (1/2) the base wage, to be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight

Double time -shall be calculated using one (1) hour of the taxable net wage and one (1) of the base wage, to be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

Measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base wherever it may be, all materials whether used either as a decorative covering or as an acoustical appliance such as carpets of all types and designs, wall carpets, sheet rubber, sheet vinyl, cork carpet, rubber tile, asphalt tile, tile, cork tile, linoleum tile, mastic in sheets or the tile from vinyl tile, interlocking tile, laminate flooring, engineered wood, hardwood, composition in sheet or tile form and all derivatives of above; the fittings of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc. on any base where the above materials are to be installed, or applied, such as drilling, plugging, slating, and slating for installing or fastening of carpet, the installing of all nosing, cap strips, corner beads and edging of any material and the preparatory work of the craft for all of the aforesaid. Also, the cleaning of rugs, carpets, and drapery hanging, make-up and the installation of drapes, the spraying and/or rolling of adhesives as required for double stick installation and carpet tiles.

Craft: GLAZIER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Glazier Journeyman.....25.25

JOB DESCRIPTION:

Includes but is not limited to:

- 1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
- 2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
- 3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
- 4. Loading and arranging of glass on trucks at the site of the public work;

Craft: Highway Striper (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Highway Striper.....	48.28
Highway Striper Foreman.....	48.78

ADD ZONE RATE

In addition to HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, Memorial Day, 4th of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION:

Includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

Craft: Hod Carrier-Brick Mason Tender (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Brick Mason Journeyman.....	46.03
Brick Mason Foreman.....	46.43

ADD ZONE RATE

In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from the Washoe County Courthouse:

Zone	75 miles and Over	\$8.13
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ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169

Conveying of all materials used by the Brick and Stone Masons from the first point of delivery to the Mechanic whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift. The handling of Bricks, Blocks, mortar, or any other material to serve the bricklayer in any capacity building and dismantling scaffolds of any kind or type used by Bricklayers for masonry work including but not limited to tower scaffolds, access scaffolds, or other specialty scaffolds, mixing and tempering mortar by hand and/or machine, mixing grout and cleaning up after the bricklayer, the repairing and maintenance of all equipment, either on the job or in the yard.

Craft: Hod Carrier-Plasterer Tender (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Plasterer Tender-Journeyman.....	46.37
Plasterer Tender- Gun Tender.....	47.37
Plasterer Tender-Foreman.....	47.73

ADD ZONE RATE

In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on road miles from So. Virginia St., Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and Over	\$8.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between Plasterers Contractors and LIUNA Local Union 169

Any Employee within the scope of this division tending or serving any other worker performing plasterers work, any plasterer, plasterers, or apprentices in any capacity performing plasterers work including but not limited to, handling and conveying of all materials after delivery used by plasters, including but not limited to, inside finish coat, outside finish coat, brown coat, scratch coat, sprayed or trowled on fireproofing, EIFS systems, and other materials or systems for the same or similar purpose whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift, tusk hoist, and rigging and signaling for cranes to the point or points of application or installation, making mixing and preparing after delivery all materials used by plasters, whether by hand or machine including but not limited to mixers, pumps for plaster or fire proofing, plaster, finish coats, fireproofing, including Monocoat, Cafco or other materials for the same or similar use, moving any rolling scaffolding, building and handling all necessary trestle, scaffolding and planking of scaffolding for plasterers and lathers, building mortar boxes, mortar boards and stands, and the repairing and maintenance of all equipment either on the job or in the yard, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same (in a composite crew with the plasterers when necessary), the cleaning of all floors, and debris, behind the plasterers or any other worker performing plasterers work in connection with the work performed all work necessary for cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters, and running putty.

Tending to plasterers or any other worker performing plasterers work on EFIS system work shall include all work after the wallboard is installed including but not limited to any preparatory sealing or leveling, placing foam, mesh, and plaster including any rough, finish, and color coats.

For sprayed on fire proofing work only, including Monocoat, Cafco or other materials for the same or similar use an Employer signatory to this Agreement and the Local 169, Laborers Master Agreement may employ Laborers at the Group 1 wage rate to perform overspray protection, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same, the cleaning of all floors, and debris, cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters and moving rolling scaffolding.

Craft: Ironworker (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Ironworker-Journeyman.....	78.74
Ironworker - Foreman.....	83.21
Ironworker -General Foreman.....	88.13

ADD ZONE RATE

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall.

Zone 1	60 to 75 miles	\$20.00
Zone 2	75 to 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

ADD PREMIUM PAY

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

RECOGNIZED HOLIDAYS

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB CLASSIFICATION: Excerpt from Agreement between NV AGC and DC of Ironworkers

Field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to “Cofar”, “Trusdeck”, Mahon “M”; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors, including supports; cast

tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, abeleways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal

and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, ministorages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.

Craft: Laborer (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Landscaper	40.37
Furniture Mover	41.87
Group 1.....	45.53
Group 1A.....	42.66
Group 2.....	45.63
Group 3.....	45.78
Group 3A.....	48.21
Group 4.....	46.03
Group 4A.....	48.53
Group 5.....	46.33
Group 6	
Nozzlemen, Rodmen.....	45.33
Gunmen, Materialmen.....	46.03
Reboundmen.....	45.68
Gunite Foreman.....	46.73

ADD ZONE RATE

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midn ight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between AGC and LIUNA Local 169

The construction, erection, alteration, repair, modification, demolition, addition, improvement of all building, heavy and highway, utility, industrial and all other type(s) of construction.

SEE GROUP CLASSIFICATIONS

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

SEE AMENDMENT 2

Lubrication and Service Engineer (mobile and grease rack).....65.08

ADD ZONE RATE

In addition to: **LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse.

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles and over	\$6.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

RECOGNIZED HOLIDAYS

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

Craft: Mechanical Insulator (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Mechanical Insulator-Mechanic.....	72.11
Mechanical Insulator-Foreman.....	76.11
Mechanical Insulator-General Foreman	78.11

ADD ZONE RATE

In addition to MECHANICAL INSULATOR rates add the applicable amounts per DAY, calculated based on a radius figured from Reno City Hall:

Zone 1	0 to 20 miles	\$11.00
Zone 2	21 to 40 miles	\$21.00
Zone 3	41 to 60 miles	\$31.00
Zone 4	Over 60 miles	\$85.00

ADD PREMIUM PAY

One and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from the Int'l Assoc. of Heat and Frost Insulators and Allied Workers Local 16 and the No. CA Chapter. Western Insulation Contractors Assoc.

- 65. Lining of all mechanical room surfaces and air handling shafts.
- 66. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
- 67. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.
- 68. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.
- 69. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.
- 70. Any finish material which is contiguous to the thermal or acoustical application.
- 71. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.
- 72. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.
- 73. The Agreement shall cover all other work of a specialty nature.

Craft: Millwright (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Millwright Journeyman.....	71.01
Millwright Welder.....	72.01
Millwright Foreman.....	75.30
Millwright General Foreman.....	80.02

ADD ZONE RATE

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from the Washoe County Courthouse:

Zone 1	0 to 15 Miles	\$0.00
Zone 2	15 to 35 Miles	\$2.50
Zone 3	Over 35 Miles	\$4.25

ADD PREMIUM PAY

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity. Admission Day is a recognized holiday in lieu of Veterans' Day.

RECOGNIZED HOLIDAYS

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

JOB DESCRIPTION Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

5006.18

The work of the millwrights, as spelled out in the Jurisdictional Claims Handbook referenced in Paragraph 5006.17 above, is as follows: The term "MILLWRIGHTS AND MACHINE ERECTORS" shall mean the, unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintaining and adjusting of all machinery and equipment installed either in buildings, factories, structures, or processing areas, either undercover, underground or elsewhere required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air or chemically; and in industries such as and including but not limited to the following (which are identified for the purpose of description: woodworking plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal and water plants, laundry, bakery, mixing plants, can, bottle and bag packing plants, textile mills, paint mills, breweries and milk processing plants, power plants, aluminum processing or manufacturing plants, and the amusement or entertainment field.

5006.19

Also included are installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto either assembled, semi-assembled or disassembled.

5006.20

Further included is the installation of, but not limited to the following: setting of all engines, motors, generators, air compressors and fans, pumps, scales, hoppers, conveyors of all types and sizes and their supports, escalators, man lifts, moving machinery, mechanical operator and/or automatic doors, roll-up doors, mechanical stage equipment, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and installation of all types of equipment necessary and required to process material either in manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, reminders, slitters, cutters and wrapping machines; blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants and splicing of ropes and cables.

5006.21

Additionally included are the laying out, fabrication and installation of protection equipment, including machinery guards, the making and setting of templates for machinery, fabrication of bolts, nuts, pins and drilling of holes for any equipment which the millwrights install regardless of materials; all welding and burning regardless of type; fabrication of all lines, hose or tubing used in lubricating machinery installed by millwrights; grinding, cleaning, servicing and machine work necessary for any part of any equipment installed by the millwrights; and the breaking in and trial run, of any equipment or machinery installed by the millwrights

5006.22

When requested in writing by the Millwright Union, individual Employers who are parties to this Agreement shall furnish signed letters promptly on a date mutually agreed upon by both parties, but in no case more than thirty (30) days, on the letterhead of the individual Employer stating he is employing or had employed millwrights on a specific type of work and a specific job and paid the negotiated scale of wages and fringe benefits for such work.

5006.23

The individual Employer and the Local Union will cooperate promptly in attempting to resolve jurisdictional disputes that may arise on any job or project.

Craft: OPERATING ENGINEER (Union Rate)
Prevailing wage rates include the base rate as well as all applicable fringes

SEE AMENDMENT 2

Operating Engineers	(SEE GROUP CLASSIFICATIONS)	
Group 1.....		63.11
Group 1A.....		65.82
Group 2.....		66.35
Group 3.....		66.62
Group 4.....		67.36
Group 5.....		67.66
Group 6.....		67.86
Group 7.....		68.08
Group 8.....		68.67
Group 9.....		68.99
Group 10.....		69.34
Group 10A.....		69.53
Group 11.....		69.77
Group 11A.....		71.41
Group 11B.....		72.22
Foreman.....		68.80

Add \$12.5% to base rate for "Special" Shift

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
STEEL FABRICATOR & ERECTOR

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers	(SEE GROUP CLASSIFICATIONS)	
Group 1.....		78.36
Group 1 Truck Crane Oiler.....		72.19
Group 1 Oiler.....		70.23
Group 2.....		76.85
Group 2 Truck Crane Oiler.....		71.94
Group 2 Oiler.....		70.02
Group 3.....		75.61
Group 3 Truck Crane Oiler.....		71.72
Group 3 Oiler.....		69.80
Group 3 Hydraulic.....		71.39
Group 4.....		73.88
Group 5.....		72.78

Add \$12.5% to base rate for "Special" Shift.....

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
PILEDRIVER

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	77.88
Group 1 Truck Crane Oiler.....	72.37
Group 1 Oiler.....	70.45
Group 2.....	76.29
Group 2 Truck Crane Oiler.....	72.16
Group 2 Oiler.....	70.25
Group 3.....	72.03
Group 3 Truck Crane Oiler.....	74.84
Group 3 Oiler.....	71.94
Group 4.....	73.33
Group 5.....	72.22
Group 6.....	68.94
Group 7.....	70.15
Group 8.....	69.19
Add \$12.5% to base rate for "Special" Shift.....	

ADD ZONE RATE

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILED RIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

RECOGNIZED HOLIDAYS

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

JOB DESCRIPTION, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

Craft: PAINTER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Brush/Roller Painter.....	47.34
Spray Painter/Paperhanger.....	49.00
Sandblaster.....	49.05
Structural Steel & Steeplejack.....	49.05
Swing Stage.....	49.34
Special Coating Application-Brush.....	49.39
Special Coating Application-Spray.....	49.39
Special Coating Application-Spray Steel.....	49.39
Foreman.....	\$1.00 above highest Journeyman

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.
2. For any hours worked on Saturday from midnight to midnight
3. For any work performed in excess of the regular work week of forty (40) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

a. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

b. All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.

2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

(c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels,

water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.

Craft: PILEDRIIVER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Piledriver-Journeyman.....	55.41
Piledriver-Welder.....	56.41
Piledriver-Foreman.....	58.87
Piledriver-General Foreman.....	62.68
Tender.....	58.87
Stand-By Diver.....	59.87
Diver-Diving (Wet Pay).....	98.96

ADD ZONE RATE

In addition to PILEDRIIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	Over 300 miles	\$6.00

ADD PREMIUM PAY

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

JOB DESCRIPTION

In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing.

(1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

(2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.

(3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.

(4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleafs, interchanges, etc.

(5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.

(6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.

(7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

Craft: PLASTERER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Plasterer-Journeyman.....	48.82
Plasterer-Foreman.....	52.13

ADD ZONE RATE

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and over	\$8.00

ADD PREMIUM PAY

OVERTIME Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 ½) the regular straight time hourly rate shall be paid for all work over eight (8) hours. Sunday will be paid at double the regular straight time rate.

RECOGNIZED HOLIDAYS

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

JOB DESCRIPTION: Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or toweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

Craft: PLUMBER/PIPEFITTER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Plumber/Pipefitter-Journeyman.....	66.95
Plumber/Pipefitter-Foreman.....	71.48
Plumber/Pipefitter-General Foreman.....	76.01

ADD ZONE RATE

In addition to PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) statute air mile radius of the Elko, Nevada Post Office.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

JOB DESCRIPTION Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: REFRIGERATION MECHANIC (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Refrigeration-Journeyman.....	59.34
Refrigeration -Foreman.....	62.81
Refrigeration -General Foreman	66.27

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

JOB DESCRIPTION Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: ROOFER (Non-Union Rate)
(Does not include sheet metal roofs)

Prevailing wage rates include the base rate as well as all applicable fringes

Roofer-Journeyman.....33.64

ROOFER

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

Craft: SHEET METAL WORKERS (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Sheet Metal Worker Journeyman.....	71.50
Sheet Metal Worker -Foreman.....	75.71
Sheet Metal Worker -General Foreman.....	79.93

ADD ZONE RATE

In addition to SHEET METAL rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

ADD PREMIUM PAY

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

RECOGNIZED HOLIDAYS

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

JOB DESCRIPTION: Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: SPRINKLER FITTER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Sprinkler Fitter-Journeyman.....27.08

JOB DESCRIPTION

Installing, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and fire control systems Including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarms systems, also all tanks and pumps connected thereto. Also including shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Craft: SOILS and MATERIAL TESTER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Soil Tester (Certified).....44.17
Soils and Materials Tester.....44.17

Craft: SURVEYOR (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Surveyor.....38.81

SURVEYOR, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

Craft: TAPER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Taper-Journeyman.....	53.86
Taper-Foreman.....	57.75

ADD ZONE RATE

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1	0 to 40 miles	\$0.00
Zone 2	40 to 60 miles	\$2.50
Zone 3	over 60 miles	\$4.25

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

ADD PREMIUM PAY

All overtime, except Sundays and holidays, will be time and one-half (1 1/2). Sundays and holidays will be paid double time (2X). Any and all work performed in excess of the regular workday of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

JOB DESCRIPTION: Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada

SECTION 1 -- The scope of work covered by this Agreement shall include (but not be limited to) all work operations, including distribution to the point of application, as follows:

- (a) Work or services pertaining to the preparation, spotting, pointing, detailing, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thin wall, concrete, steel, wood and plaster surfaces, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.
- (c) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (d) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical, and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.
- (e) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material or purpose for which the materials used are designed or intended.
- (f) The cleanup of all materials and debris occasioned by any job operation at the site of construction, alteration, or repair undertaken whether such operation occurs on the interior or exterior of a building structure.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON FINISHER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Tile Setter/Terrazzo Worker/Marble Mason- Finisher.....	37.82
Tile Setter/Terrazzo Worker/Marble Mason- Finisher Foreman.....	39.07
Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen.....	40.82

ADD PREMIUM PAY

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

JOB DESCRIPTION: Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

FINISHER'S WORK:

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Tile Setter Journeyman.....	47.87
Tile Setter Foreman.....	49.12
Tile Setter General Foreman.....	50.87
Terrazzo/Marble Mason-Journeyman	49.37
Terrazzo/Marble Mason-Foreman	50.62
Terrazzo/Marble Mason-General Foreman.....	52.37

ADD ZONE RATE

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 to 75 miles	\$3.75
Zone 3	Over 70 miles	\$8.13

ADD PREMIUM PAY

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

RECOGNIZED HOLIDAYS

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

JOB DESCRIPTION: Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

TILE LAYERS’ WORK:

Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

D. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Traffic Barrier Erector.....45.53

ADD ZONE RATE

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles and over	\$6.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between AGC and LIUNA Local 169

1. Distributing traffic control signs and markers along site in designated pattern;
2. Informing drivers of detour routes through construction sites;

Craft: Truck Driver (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader

Under 4 yds. (water level).....	28.72
4 yds. & under 8 yds. (water level).....	28.72
8 yds. & under 18 yds. (water level).....	28.72
18 yds. & under 25 yds. (water level)	28.72
25 yds. & under 60 yds. (water level).....	28.72
60 yds. & under 75 yds. (water level)	28.72
75 yds. & under 100 yds. (water level)	28.72
100 yds. & under 150 yds. (water level)	28.72
150 yds. & under 250 yds. (water level)	28.72
250 yds. & under 350 yds. (water level)	28.72
350 yds. & over (water level).....	28.72

Transit Mix

Under 8 yds.....	28.72
Under 8 yds & including 12 yds.....	28.72
Over 12 yds.....	28.72

Transit Mix (Using Boom)

Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used.....	28.72
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Water & Jetting Trucks

Up to 2,500 gallons.....	28.72
Up to 2,500 gallons & over.....	28.72
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	
Heavy Duty Transport (High Bed).....	28.72
Heavy Duty Transport(Gooseneck low bed).....	28.72
Tiltbed or Flatbed Pull Trailers.. ..	28.72
Bootman, Comb. Bootman & Road Oiler.....	28.72
Flat Rack (2 or 3 axle unit).....	28.72

Bus & Manhaul Drivers

Up to 18,000 lbs. (single unit).....	28.72
18,000 lbs. and over	28.72
Warehousemen Spotter	28.72

Winch Truck & "A" Frame Drivers

Up to 18,000 lbs.	28.72
18,000 lbs. and over.....	28.72
Warehousemen Spotter.....	28.72
Warehouse Clerk.....	28.72
Tire Repairmen.....	28.72
Truck Repairmen.....	28.72
Pick Up Truck & Pilot Cars (Jobsite)	28.72
Pick Up Truck & Pilot Cars (Over the road)	28.72
Truck Oil Greaser.....	28.72
Fuel Truck Driver.....	28.72
Fuel Man & Fuel Island Man.....	28.72
Oil Tanker.....	28.72

Oil Tanker with Pup.....	28.72
Foreman.....	28.72

TRUCK DRIVER

Includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

Craft: WELL DRILLER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Well Driller.....31.29

JOB DESCRIPTIONS

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

GROUP CLASSIFICATIONS

LABORER, includes but is not limited to:

Group 1

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guideposts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Barrier Erector
- Tending to portable space heaters
- Profilograph work all types manual, self propelled or carts
- Gabion basket, building, handling, installation and rigging
- Dry set paver work
- Traffic Barrier Erector

Group 2

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3 included but not limited to: concrete forms stripping, handling, cleaning, oiling and moving to the next point of installation.
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)
- Waterproofing work
- Epoxy rebar/dowels and anchoring dowel baskets
- Placement pouring of concrete including any epoxy resin or similar materials, rodding, spreading and tamping concrete, brooming or brushing, hand application of curing compounds, applying topping (wet or dry) colors or grits, and exposed finishes for architectural work
- Concrete patching, dry packing, chipping, stoning, and grouting
- Concrete cold weather/rain protection and curing
- Placement /anchoring of all earth stabilization/filters fabrics,
- Mechanically stabilized Earth (MSE) and Keystone type retaining walls rigging, placing , aligning, backfilling and installation of dead men and any stabilization compenents

Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile

- Chainsaw, Faller, Logloader and Bucker
- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning\stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Fence erector including safety, chain link, turtle, field and barbe wire fencing
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver
- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen water blasting not covered in group 5A
- Vibra-screed
- All demolition and wrecking work including but not limited t any torch work cutting, burning, plasma are, dust control, and salvaging (removing and salvaging of all materials, windows, doors, plumbing, and electrical fixtures) and use of customary tools and equipment for demolition and wrecking
- All underpinning foundation work, digging and underpinning pits, removal of debris with tuggers or other methods, cutting, handling and installing all shoring boards and lagging boards used for underpinning and foundation work, placement and tying of steel reinforcing for underpinning piers, all tiebacks and soil nail work drilling and grouting, all soldier beam work and us of customary tools and equipment for underpinning foundation work

Group 3A

- Concrete Specialist
- Setting screeds
- Screed pins
- Curb forms and curb and gutter forms,
- Using Darby and push floats,
- Hand trowels or hand floating
- Marking edging
- Using base cove or step tools
- Spreading and finishing gypsum
- Concrete grinding machines (the terms does not include Rotomill machines for highway overlay grinding)
- Troweling machines,
- Floating machines
- Finishing of epoxy or resin materials,
- Operation of skill saw

- Laser Screed
- Laser Level
- Curb and Slipform machines,
- Stamps or other means or texturing,
- Any new devices which are beneficial to the construction of or with concrete or related products.

Group 4

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers including but not limited to laying, anchoring, pinning, cabling and stretching of any rock fall netting, mesh or wire fabric and use of customary tools and equipment for high scaling
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit and all other types of composition for any purpose buried under ground outside of building including, stringing, trench shoring, backfilling sanding, caution taping, all walk behind equipment and spotting
- Laborer work in connection with micro tunneling, directional drilling and pipe-jacking
- Cathodic protection, grounding for pipe work
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers and Asphalt dump Man
- All mechanical and pressurized pipe work, including the installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, c

Group 4A

- Foreman

Group 5

- Construction Specialists
- Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing
Asbestos removal
- Lead abatement
- Hazardous waste
- Material removal

Group 5A

- Pavement Marking and Highway Striping
- Pavement Marking and Highway Striping Foreman
- Pavement Marking and Highway Striping work includes but is not limited to: All work by any method performed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways,

streets and other such surfaces and all work performed in connection with removal of pavement.

Group 6

- Guniting Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen
 - Tunnel and shaft workers/miners and use of customary tools and equipment for tunnel and mine work All work performed in a compressed air tunnel shaft or chamber including the use of hand, power tools or equipment as necessary in connection with compressed air work
-

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Engineer Assistant

Group 1A

- Oiler (Construction)
- Partsman

Group 2

- Compressor Operator
- Material Loader and/or Conveyor Operator (handling building materials)
- Pump Operator

Group 3

- Bobcat or similar loader, 1/4 cu. yd. or less
- Concrete Curing Machines (streets, highways, airports, canals)
- Conveyor Belt Operator (tunnel)
- Forklift (under 20)
- Engineer Generating Plant (500 K.W.)
- Mixer Box Operator (concrete plant)
- Motorman
- Rodman/Chainman
- Rotomist Operator
- Oiler (truck crane)

Group 4

- Concrete Mixer Operator, Skip type
- Dinky Operator
- Forklift (20' or over) or Lumber Stacker
- Ross Carrier
- Skip Loader Operator (under one (1) cu. yd.)
- Tie Spacer

Group 5

- Concrete Mixers (over one (1) cu. yd.)
- Concrete Pumps or Pumpcrete Guns
- Elevator and Material Hoist (one (1) drum)
- Groundman for Asphalt Milling and similar

Group 6

- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator
- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

Group 7

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Instrument Man
- Kolman Loader
- Material Hoist (two (2) or more drums)
- Mine or Shaft Hoist
- Pipe Bending Machines (pipeline only)
- Pipe Cleaning Machines (tractor-propelled and supported)
- Pipe Wrapping Machines (tractor-propelled and supported)
- Portable Crushing and Screening Plants
- Post Driller And/or Driver
- Pumps (over 2)
- Screedman (except asphaltic or concrete paving)
- Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
- Slusher Operator
- Soil Tester (Certified)
- Soils and Materials Tester
- Surface Heater and Planer Operator
- Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- Truck-Type Loader
- Welding Machines (gasoline or diesel)

Group 8

- Articulated on-Site Dump Trucks
- Asphalt Plant Engineer
- Asphalt Milling Machine

- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Stiff Frame Off Road Haul Trucks
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Marination Plant
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- Shuttle Buggy
- Mechanical Trench Shield
- Mixermobile
- Push Cats
- Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
- Roller Operator (asphalt)
- Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " M.R.C., Euclids, T-Pulls, DW10, 20, 21 and similar)
- Water Pull
- Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
- Sheepfoot
- Small Tractor (with boom)
- Soil Stabilizer (P & H or equal)
- Timber Skidder (rubber-tired) or similar equipment
- Track Loader
- Tractor-Drawn Scraper
- Tractor Operator
- Tractor-Mounted Compressor Drill Combination
- Trenching Machine Operator (over three (3) feet depth)
- Tri-Batch Paver
- Tunnel Badger or Tunnel Boring Machine Operator
- Tunnel Mole Boring Machine
- Vermeer T-600b Rock Cutter
- Vacuum Truck(excludes trailer mounted vaccums)

Group 9

- Chicago Boom
- Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
- Combination Mixer and Compressor (gunite)
- Heavy Duty Repairman and/or Welder
- Lull Hi-Lift (twenty (20) feet or over)
- Mucking Machine
- Sub-Grader (Gurries or other types)
- Tractor (with Boom) (D6 or larger)
- Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

Group 10

- Boom-Type Backfilling Machine
- Bridge Crane
- Cary-Lift or similar
- Chemical Grouting Machine
- Chief of Party
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Repairman
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)
- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

Group 10A

- Backhoe-Hydraulic (up to and including one (1) cu. yd.)
- Backhoe (up to and including one (1) cu. yd.) (Cable)
- CMI Dual Lane Auto-Grader SP30 or similar type
- Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
- Finish Blade
- Gradalls (up to and including one (1) cu. yd.)
- Motor Patrol Operator
- Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
- Rubber-Tired Scraper, Self-Loading (twin engine)
- Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

Group 11

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)

- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)
- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

Group 11A

- Band Wagons (in conjunction with Wheel Excavators)
- Operator of Helicopter (when used in construction work)
- Loader (over twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
- Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
- Remote-Controlled Earth Moving Equipment
- Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

Group 11B

- Holland Loader or similar or Loader (over 18 cu. yds.)

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

- Cranes over 100 tons
- Derrick over 100 tons
- Self-Propelled Boom Type Lifting Devices over 100 tons

Group 2

- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self-Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

Group 3

- Cranes, 45 tons and under
- Self-Propelled Boom Type Lifting Device, 45 tons and under

Group 4

- Chicago Boom
- Forklift, 10 tons and over

- Heavy Duty Repairman/Welder

Group 5

- Boom Cat
-

OPERATING ENGINEER -PILEDRIVER

Group 1

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self-Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self-Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3

- Derrick Barge Pedestal mounted under 45 tons
- Self-Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

No current classification

Group 6

- Deck Engineer

Group 7

No current classification

Group 8

- Deckhand
 - Fireman
-

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2022-2023 Prevailing Wage

Amendment 2

- **AMENDMENT 2 – CLERICAL**
- **Classifications:**
 - Lubrication and Service Engineer
 - Operating Engineers
 - Operating Engineers – Steel Fabricator & Erector
 - Operating Engineers – Piledriver
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – October 1, 2022**

The following represents the amended wage rates.

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)
(Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Lubrication and Service Engineer (mobile and grease rack)68.43

Add Operating Engineers Zone Pay

Add Premium Pay

2022-2023 Prevailing Wage

Amendment 2

Craft: OPERATING ENGINEER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers

(SEE GROUP CLASSIFICATIONS)

Group 1.....	63.41
Group 1A.....	66.17
Group 2.....	66.70
Group 3.....	66.97
Group 4.....	67.71
Group 5.....	68.01
Group 6.....	68.18
Group 7.....	68.43
Group 8.....	69.02
Group 9.....	69.34
Group 10.....	69.69
Group 10A.....	69.88
Group 11.....	70.12
Group 11A.....	71.76
Group 11B.....	72.57
Foreman.....	71.76

Add \$12.5% to base rate for "Special" Shift

Add Operating Engineers Zone Pay

Add Premium Pay

2022-2023 Prevailing Wage

Amendment 2

Craft: OPERATING ENGINEER (Union Rate)
STEEL FABRICATOR & ERECTOR

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers (SEE GROUP CLASSIFICATIONS)	
Group 1.....	78.17
Group 1 Truck Crane Oiler.....	72.54
Group 1 Oiler.....	70.58
Group 2.....	77.20
Group 2 Truck Crane Oiler.....	72.29
Group 2 Oiler.....	70.37
Group 3.....	75.96
Group 3 Truck Crane Oiler.....	72.07
Group 3 Oiler	70.15
Group 3 Hydraulic.....	71.74
Group 4.....	74.23
Group 5.....	73.13
Add \$12.5% to base rate for "Special" Shift.....	

2022-2023 Prevailing Wage

Amendment 2

Craft: OPERATING ENGINEER (Union Rate)
PILEDRIVER

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers
(SEE GROUP CLASSIFICATIONS)

Group 1.....	78.18
Group 1 Truck Crane Oiler.....	72.72
Group 1 Oiler.....	70.80
Group 2.....	76.64
Goup 2 Truck Crane Oiler.....	72.51
Group 2 Oiler.....	70.60
Group 3.....	75.19
Group 3 Truck Crane Oiler.....	72.29
Group 3 Oiler.....	70.37
Group 4.....	73.68
Group 5.....	72.57
Group 6.....	69.29
Group 7.....	70.50
Group 8.....	69.54
Add \$12.5% to base rate for "Special" Shift.....	

ADD ZONE RATE

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment

servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

RECOGNIZED HOLIDAYS

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

JOB DESCRIPTION, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

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2022-2023 Prevailing Wage

Amendment 2A

- **AMENDMENT 2A – CLERICAL**
- **Classification – Operating Engineer – Steel Fabricator & Erector Group 1**
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – October 1, 2022**

The following represents the amended wage rates.

Craft: OPERATING ENGINEER (Union Rate) STEEL FABRICATOR & ERECTOR

Group 1.....78.71

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2022-2023 Prevailing Wage

Amendment 3

- **AMENDMENT 3**
- **Classifications:**

Laborer Group 3A Wage Rate

Zone Rates for Washoe County and Northern Nevada Rural Regions

- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – October 10, 2022**

The following represents the amended wage rate.

Craft: LABORER (Union Rate)

Group 3A.....49.21

ADD ZONE RATE

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles or over	\$7.00

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2022-2023 Prevailing Wage

Amendment 3A

- **AMENDMENT 3A**
- **Classifications –**
 - Fence Erector Group 3A Zone Rate
 - Flag Person Group 3A Zone Rate
 - Highway Striper Group 3A Zone Rate
 - Traffic Barrier Erector Group 3A Zone Rate
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – October 10, 2022**

ADD ZONE RATE

In addition to FENCE ERECTOR, FLAG PERSON, HIGHWAY STRIPER, TRAFFIC BARRIER ERECTOR rates, add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles or over	\$7.00

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2022-2023 Prevailing Wage

Amendment 5

- **AMENDMENT 5**
- **Classifications – Plasterer**
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – December 8, 2022**

Prevailing wage rates include the base rate as well as all applicable fringes

Plasterer-Journeyman.....	50.82
Plasterer-Foreman.....	54.32

ADD ZONE RATE

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and over	\$8.00

ADD PREMIUM PAY

OVERTIME Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 ½) the regular straight time hourly rate shall be paid for all work over eight (8) hours. Sunday will be paid at double the regular straight time rate.

RECOGNIZED HOLIDAYS

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

JOB DESCRIPTION: Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or troweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.



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2022-2023 Prevailing Wage

Amendment 8

- **AMENDMENT 8**
- **Classifications – Ironworkers Wage**
- **County – All Regions**
- **Effective – January 1, 2023**

Prevailing wage rates include the base rate as well as all applicable fringes

Ironworker-Journeyman.....	81.01
Ironworker -Foreman.....	85.63
Ironworker-General Foreman.....	90.71

ADD ZONE RATE

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno or Las Vegas City Hall.

Zone 1	60 – 75 miles	\$20.00
Zone 2	75 - 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

ADD PREMIUM PAY

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday
Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.