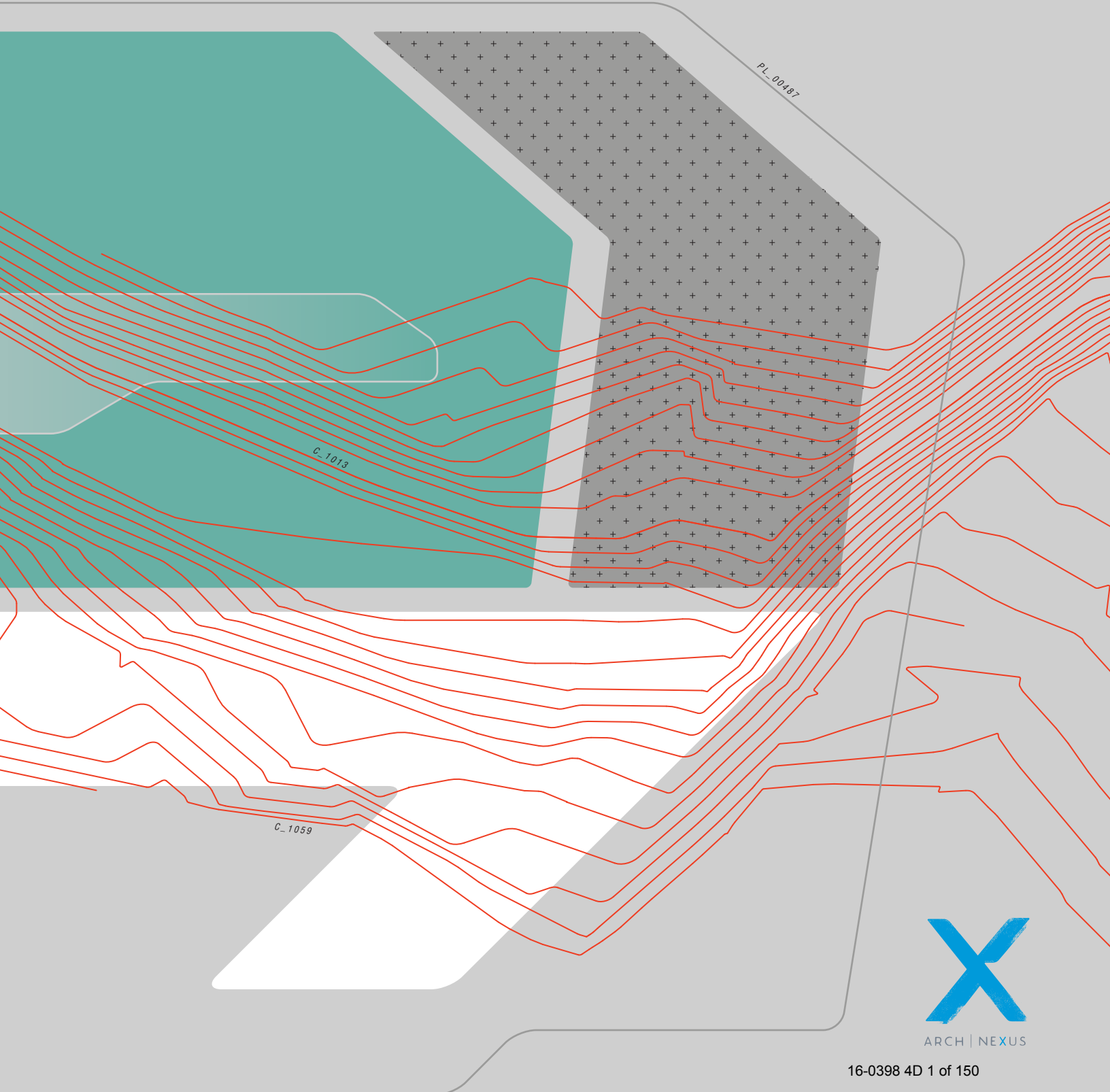


EL DORADO COUNTY PUBLIC SAFETY Preliminary Architectural Report

July 19, 2016



ARCH | NEXUS

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General Information **1**

Need for the Project

Existing Facilities Summary

The County of El Dorado (EDC) is located in Northern California, extending along US Interstate 50 from the eastern side of Sacramento County to the southwestern shores of Lake Tahoe. The county has a relatively low population for its size, with several smaller cities but no major urban cities. Like many similar counties, costs for public services, as well as infrastructure maintenance and improvements, continue to grow faster than the tax base/income generating capacity of the population.

Public Safety and related services are crucial to any community – and it is those services that are in the most need of facilities that can perform, often in less than ideal conditions. The facilities that currently house the El Dorado County Sheriff's Department and associated county services have been in need of major remodel, repair, or replacement for many years, and their condition continues to worsen.

EDC enlisted a third-party independent firm to assess the current operational aspects and physical condition of the existing facilities. The current El Dorado County Sheriffs' functions are housed in the current Sherriff's Headquarters and nine additional County owned and leased facilities spread out miles apart from each other. The Conditions Assessment Report produced by Vanir in 2013, revealed to the general public what the County already knew – overwhelmingly poor conditions and very inefficient operations. Generally, the facilities are considered Class 'C' space (by definition over 20 years old, with need for extensive renovations, having outdated building and technology infrastructure). The facilities have insufficient and unsecured parking, insufficient square footage for the staff/ use of the facility, and a lack of perimeter exterior and interior security. Most occupied spaces in these facilities have a lack of natural light and poorly functioning electrical, plumbing, heating, ventilation and air conditioning systems. In addition, major code concerns typically include lack of adequate structural systems for seismic forces, and lack of Code and ADA required accessibility for people (staff and public) with disabilities. Staff continue to work in spaces that were deemed unfit for inmates. These substandard working conditions have led to an increase in stress in, and in between, staff, as well as low morale.

Specific examples of the facility conditions are as follows:

- The main EDC Public Safety Facility (PSF) was built in 1970 and remains in operation within the El Dorado County government center campus in Placerville, California. The PSF, when first constructed, included the County Jail. The jail portion of the building has since been repurposed to provide expanded administrative and evidence storage functions since its opening. Hosting such program requirements within the footprint of a former jail facility severely compromises its functionality. The building itself has reached the end of its useful life given the age of its mechanical and utility infrastructure. Other issues include, but are not limited to:
 - Building code violations.
 - Accessibility / ADA deficiencies
 - Non-compliant with The Essential Services Buildings Seismic Act of 1986. The lack of compliance with Essential Services requirements puts the facility at risk of losing its operational capabilities in the event of

1 General Information

a natural disaster. The effectiveness of the Sheriff to provide continued service to the public in a disaster would be severely compromised in the event of systems failures.

- Gun Range does not exist, and the Armory is inadequate for a variety of reasons:
 - Required training is done at a remote privately operated gun range
 - Ammunition and explosives are stored in old jail cell
 - Lack of lighting
 - Lack of ventilation
 - Insufficient size for storage
 - No fire sprinkler system
- Evidence and evidence handling is inadequate:
 - Currently located in 8 different leased facilities that lack proper security
 - Lack of storage
 - No secure receiving/processing area
 - No secure vehicle processing area
- CSI, SWAT, SAR, instructional space and other facilities are also inadequate:
 - No secure receiving area
 - Insufficient storage space for vehicles and equipment
 - No instructional space for legally required public safety personnel training
- The County Morgue simply does not exist. The County rents space from a local mortuary, or utilizes facilities at adjacent counties.
 - Extensive delays in processing / forensics due to case loads
 - Unsecure processing of often critical evidence, possibility of contamination or loss of evidence
 - No ability to contain possible pathogens or infectious diseases
 - Poor environment for next-of-kin to identify deceased

For additional detail, please see the EDC Facility Condition Assessment Final Report produced by Vanir in 2013.

Summary

As the County opted to lease and operate a variety of off-site facilities, staff and departments have become isolated from each other. This has created significant operational inefficiencies. The current EDC Sheriff's Department and associated public service facilities are operationally and functionally unable to continue housing these essential services. These existing facilities were carefully evaluated and determined that they could not be cost-effectively or easily modified.

Site constraints at the current location of the PSF does not allow for expansion to meet current program requirements. Its restrictive topographical challenges and small site area would necessitate a multi-level office, operations and parking garage to support the current needs. Given the expansion of the County over the many years since the completion of the original PSF, and the expectation of continued population growth, the current building and site cannot accommodate the needs of the EDC Sheriff's Department.

Looking Forward

The County conducted various community workshops as well as internal stakeholder meetings. They established specific goals for the new facility, including:

- Community meeting room with daytime and nighttime access
- Enhanced security lobbies
- Location of training facility convenient to other uses
- Staff locker rooms
- Functional layout of evidence division
- Stacking/organizational relationships between divisions, with lower traffic functions on the second floor

The County's Vision can be found in the 2013 Vanir Sheriff's Operational Assessment and Facility Final Report; a brief summary is as follows:

- Create inviting, welcoming facility for public to interact with the Sheriff's office
- Present a professional image to the public
- Demonstrate the pride of the Sheriff's office
- Encourage communication and collaboration between units of the Sheriff's office
- Create a more effective, efficient and productive environment
- Provide quality, healthy, inspiring workplace for members of the Sheriff's office

The main object of the proposed project is a consolidation of staff and support facilities on one campus for operational efficiency through better collaboration amongst departmental staff, and logistical ease with co-location of all support functions.

The Vanir facilities assessment also included programming for all PSF needs, including departmental and divisional space needs. This resulted in an anticipated 10.8-acre site and approximately 106,331 square feet of building need.

County officials and stakeholders toured and evaluated an adjacent county PSF, and used that as a comparable model. The proposed EDC PSF and other buildings have been planned to accommodate the needs of the Sheriff's department well into the foreseeable and predictable future. In particular, the Evidence, Records, Dispatch, Shooting Range and Data/Radio facilities have been planned to accommodate growth as these are difficult buildings to modify/expand. The PSF is laid out for flexibility within its exterior walls to readily accommodate changes in program requirements, given the potential for a changing environment for facilities of this nature. The facility as proposed was developed through an extensive collaborative effort amongst the users, with input from the community through a public outreach effort throughout El Dorado County.

The County of El Dorado also performed an extensive property search for suitable sites that met established criteria including but not limited to, the best public service location, the existence & capacity of utility infrastructure, compatible adjoining site uses, capability for future expansion and suitable topography for development. A 30.73- acre site in Diamond Springs was selected as having best met the criteria. The new PSF campus will utilize roughly 12 acres of the overall site.

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The proposed new facility concept has been presented to the County, and at the public hearing on July 11th, 2016 the project, with site and all buildings to be constructed in one phase, was approved by the Board of Supervisors at that public hearing.

Location of the Project

Location Description

The County of El Dorado (EDC) in Northern California stretches from the shores of Lake Tahoe in the Sierra Nevada mountains to the East, generally along US Interstate 50, down into the Sacramento Valley to the West. The county experiences occasional heavy rains in the spring and fall, hot, dry summers, and heavy snow in the higher elevations in the winter. There is occasional minor seismic activity as well as occasional high winds in the region.

The proposed El Dorado County Public Safety Facility will consist of 5 new buildings constructed on a currently vacant site in Diamond Springs, approximately 2 miles south of Highway 50 off of the Missouri Flat Road exit, and within a mile of CA Highway 49. The entrance to the facility is less than one-quarter mile off of Missouri Flat Road, on Industrial Drive. The site is near the western end of the county. This location, while not geographically centered, is close to the majority of the population of the county, and immediately adjacent to the county seat of Placerville. Diamond Springs rarely sees any snowfall, thus ensuring ease of access/continued operational capacity even in winter storm months.

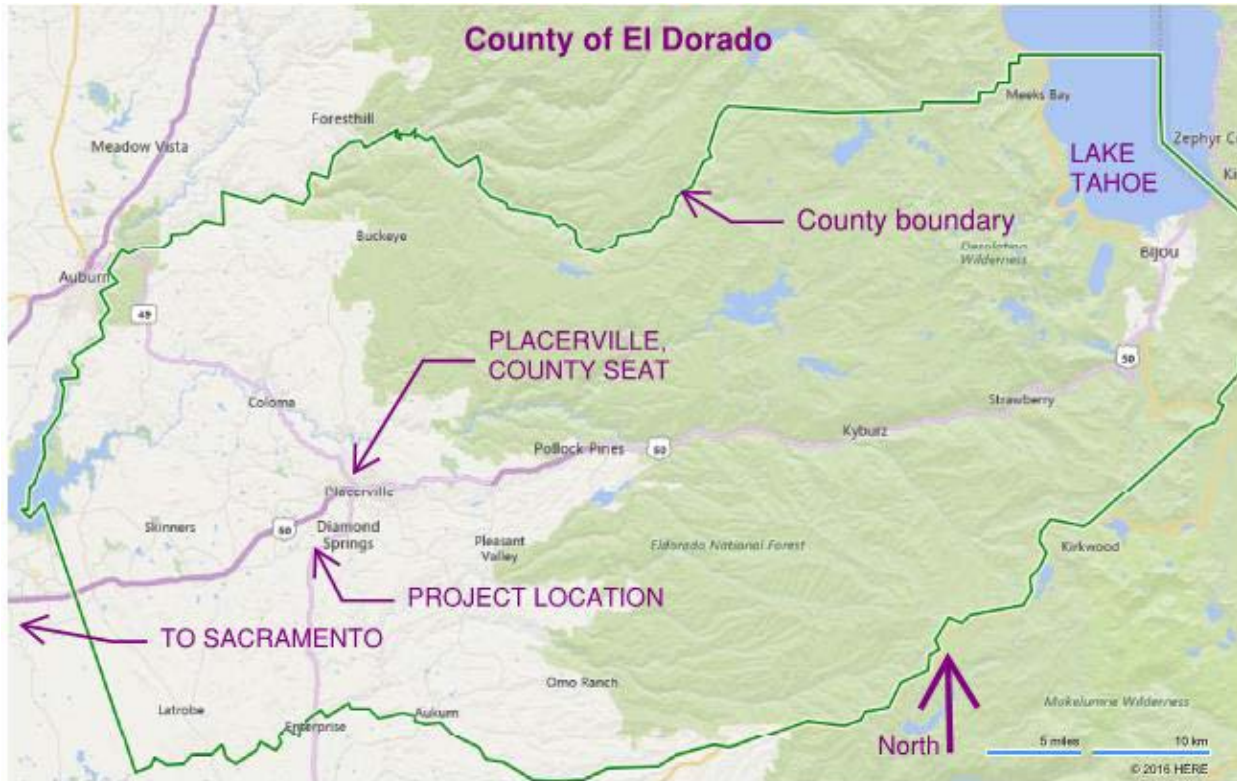
Please refer to the following maps for graphic information regarding location of the project. Also, see site photos at the end of this section.

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Location of the Project California

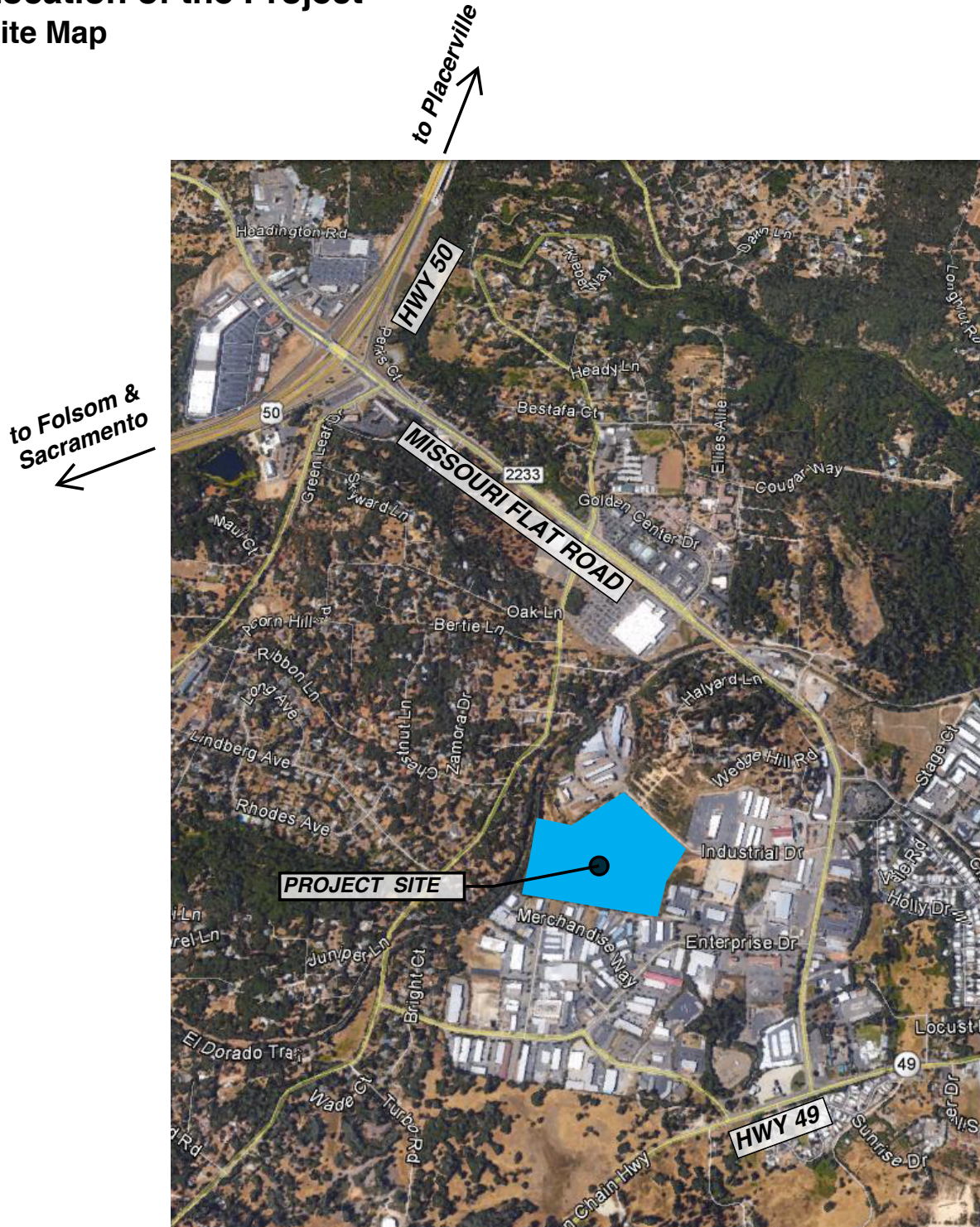


Location of the Project
El Dorado County



1 General Information

Location of the Project Site Map



Description of the Proposed Facility

Building Descriptions

The proposed El Dorado County Public Safety Facility will consist of 5 new buildings constructed on a currently vacant site in Diamond Springs, approximately 2 miles south of Highway 50 off of the Missouri Flat Road exit.

Each of the buildings serves a specific purpose, but all relate to and support the Sheriff's Department and County services. Co-location of these buildings is critical to the efficient operation of the public safety services departments, to safety and security of the personnel, and to efficient long-term maintenance of the facilities.

The buildings will visually relate to each other, using a similar palate of colors and materials. The main building will have enhanced finishes and expansive glazing at the public entry to emphasize the entrance. The more utilitarian shooting range and training/storage facility at the back of the site is less visible and will receive less architectural treatment in order to control costs. Landscaping will be kept to a minimum to reduce maintenance costs, water use, and to maintain ease of visual security line-of-sight. Mechanical units will be either screened on the roof or at grade. The emergency generator, trash and recycle enclosures, as well as the propane tanks, will be behind the security fencing. Additional information regarding specific buildings is as follows:

1. The Public Safety Building is a 2 story facility and is the 'face' of the PSF campus. It is the largest, most prominent building on the site. The public enters the building from the North, with a well-defined entry that is open and inviting. This building functions primarily as the public interface, administrative functions and officers headquarters, but also includes a community room, a large locker room and exercise room, records, patrol and detective units, a dispatch center, and an Emergency Operations Center (EOC).
2. The Morgue is a single story building immediately adjacent to the Public Safety Building, and consists of autopsy rooms, labs, and technician spaces. Given the need for occasional public interface, this building is also adjacent to public parking along the North side of the site.
3. The Evidence building is a large single story facility, used for processing and storage of evidence. It is accessed by official vehicles and officers primarily from the secure side of the site, but also has a semi-public (escorted) entrance, as the public occasionally needs to identify or recover stolen items. The Evidence building also accommodates outside, secured truck access for offloading/storage of large quantities of marijuana. This outside storage greatly reduces the size and expense of exhausting/conditioning interior storage.
4. The Shooting Range and Armory is comprised of a 10 lane, 50 yard shooting range as well as a simulation room, an armory, ammunition storage, and gun cleaning spaces. This facility is located further away from the main building to reduce the possibility of noise pollution. It is located immediately adjacent to the Training Building, as the functions are related.
5. The Special Operations and Training Building includes service/shop areas and enclosed storage spaces for off-road and water craft used in SAR and other operations. Also included in this building is specialty storage, general storage, a loading bay, classrooms and training facilities. It is immediately adjacent to the gun range.

Please see the following site plans and building plans for additional information.

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Square Footage

The proposed El Dorado County Public Safety Facility consists of 5 newly construction buildings. The Public Safety Building is a 2 story facility, mainly administrative but also includes a community room, a large locker room and exercise room, Patrol and Detective Units, an Emergency Operations Center, and a dispatch center. The Morgue Building consists of autopsy rooms, labs, and technician spaces. The Evidence building is mainly used for both general and specialty storage. The Shooting Range and Armory is comprised of a 10 lane 50 yard shooting range as well as a simulation room, an armory, ammunition storage, and gun cleaning space. The Special Operations and Training Building includes service/shop areas, specialty storage, general storage, a loading bay, classrooms and training facilities.

Public Safety Building	
<u>First Floor</u>	
Sheriff Command and Administration	15,366
Records and Civil/Coroner	5,978
EOC and OES	2,967
Patrol	6,778
<u>Second Floor</u>	
Sheriff Command and Administration	7,927
Personnel	4,468
IT	1,714
Financial Division	2,935
Dispatch	3,045
Detectives and Narcotics	6,642
<u>Total</u>	57,820
Evidence	
<u>Total</u>	11,728
Morgue	
<u>Total</u>	3,993
Special Operations and Training	
<u>Total</u>	12,933
Shooting Range	
<u>Total</u>	12,550
<u>Total All Buildings:</u>	99,024

Type of Construction

In order to accommodate codes and related construction requirements, each building has been developed to utilize the most cost-effective construction means and methods possible. Building construction varies to accommodate intended use and security needs.

Common to all buildings:

- Slab-on-grade with appropriate footings for the superstructure.
- Fully Sprinklered
- Fire alarm system in each building
- ADA compliant for accessibility
- Structural systems compliant for current seismic requirements

Specific building occupancy and construction is as follows, based on the 2013 California Building Code:

- The Public Safety Building will have concrete tilt-up exterior wall construction for security, blast and projectile protection. Steel columns and beams will support the concrete on steel deck second floor and the metal deck roof structure. This building is considered an essential services building, and as such will have enhanced seismic resistance capabilities to ensure ongoing operations in the event of a natural disaster.
 - Primarily 'B' (office) occupancy, with some associate 'A-3' (assembly) spaces
 - Type II construction (non-combustible)
- The Morgue building will have structural concrete masonry unit walls, with steel posts and beams supporting the metal deck roof.
 - 'L' (laboratory) occupancy
 - Type II construction
- The Evidence building will be a pre-engineered metal building, with metal siding and metal roofing. Partial height non-structural cement masonry unit construction will be used as a veneer at perimeter walls to enhance security.
 - 'S-1' (storage) occupancy
 - Type II or Type III construction
- The Shooting Range will be a pre-engineered metal building with tilt-up concrete or concrete masonry unit walls and concrete on metal deck roof structure. This building will have ballistic panels on the inside walls and ceiling, and ballistic rated doors where needed.
 - 'H' (hazardous) occupancy with an 'A-3' (assembly) overlay
 - Type II construction
- The Special Operations and Training building will be a pre-engineered metal building with metal panel walls and roof. The front of the building will have non-structural concrete masonry unit veneer.
 - 'B' (office) with some 'S' (storage) occupancy

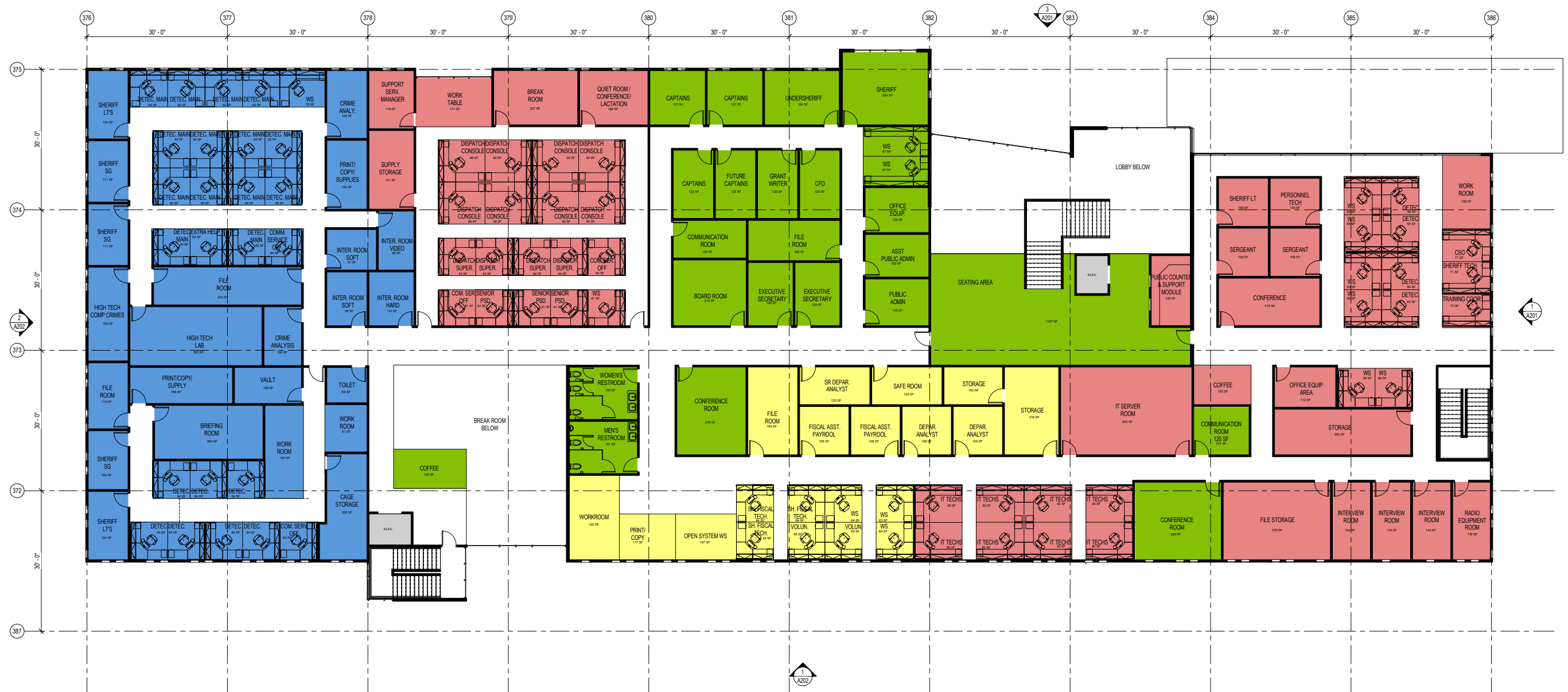
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Floor Plans
Public Safety Main Building - Level 1



Floor Plans
Public Safety Main Building - Level 2

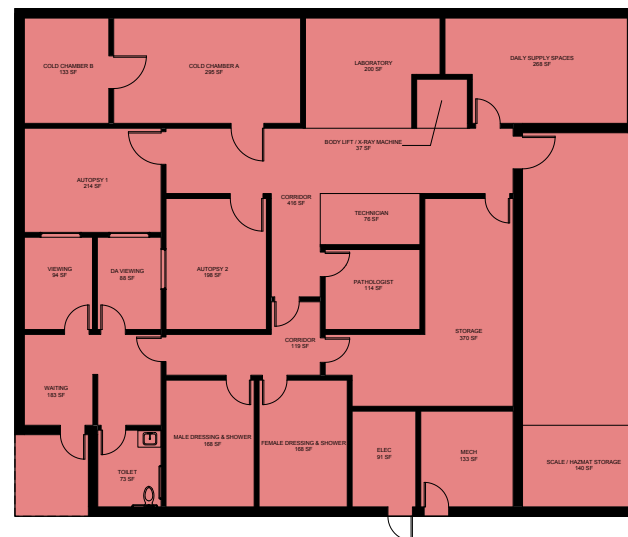


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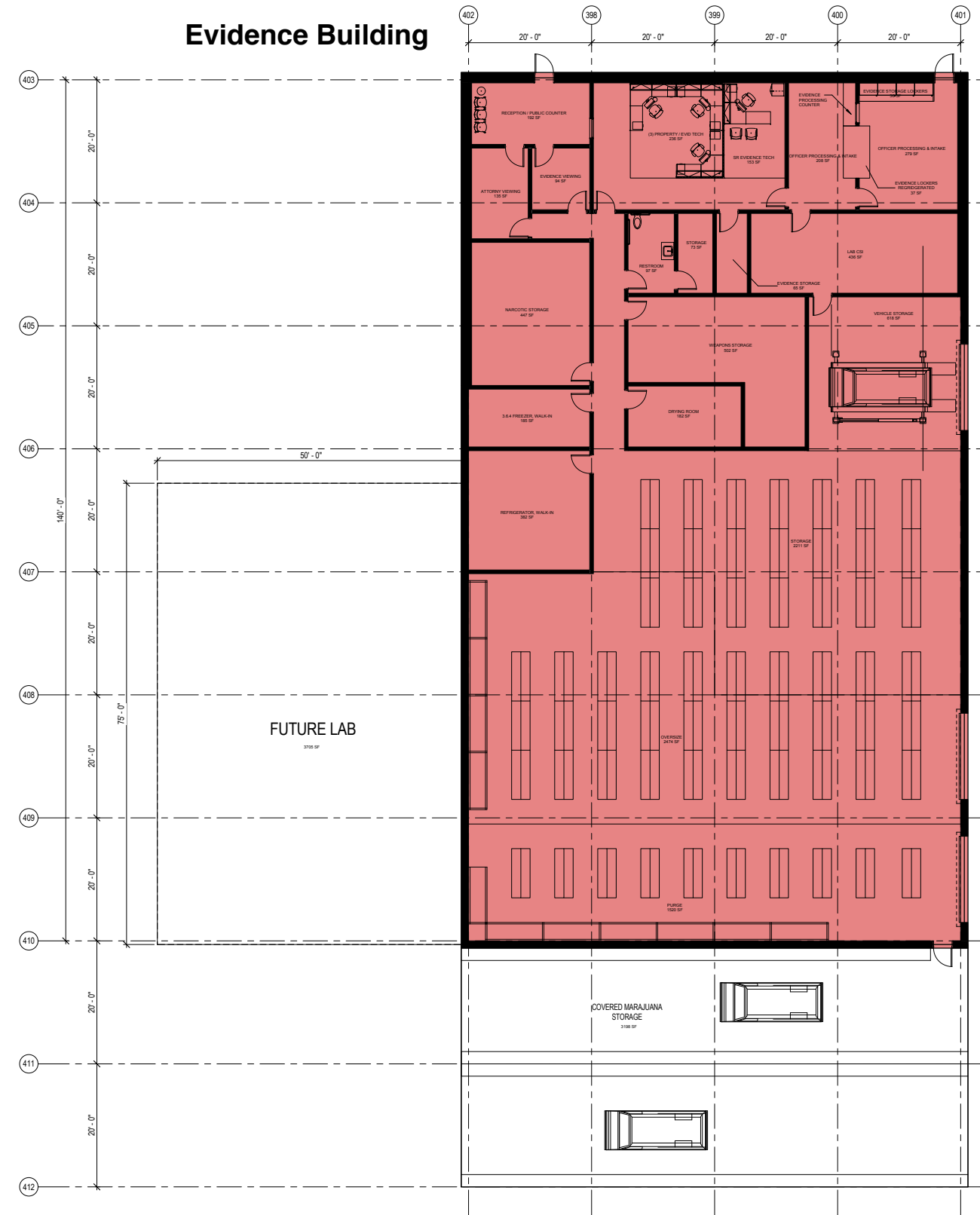
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Floor Plans
Morgue and Evidence Building

Morgue

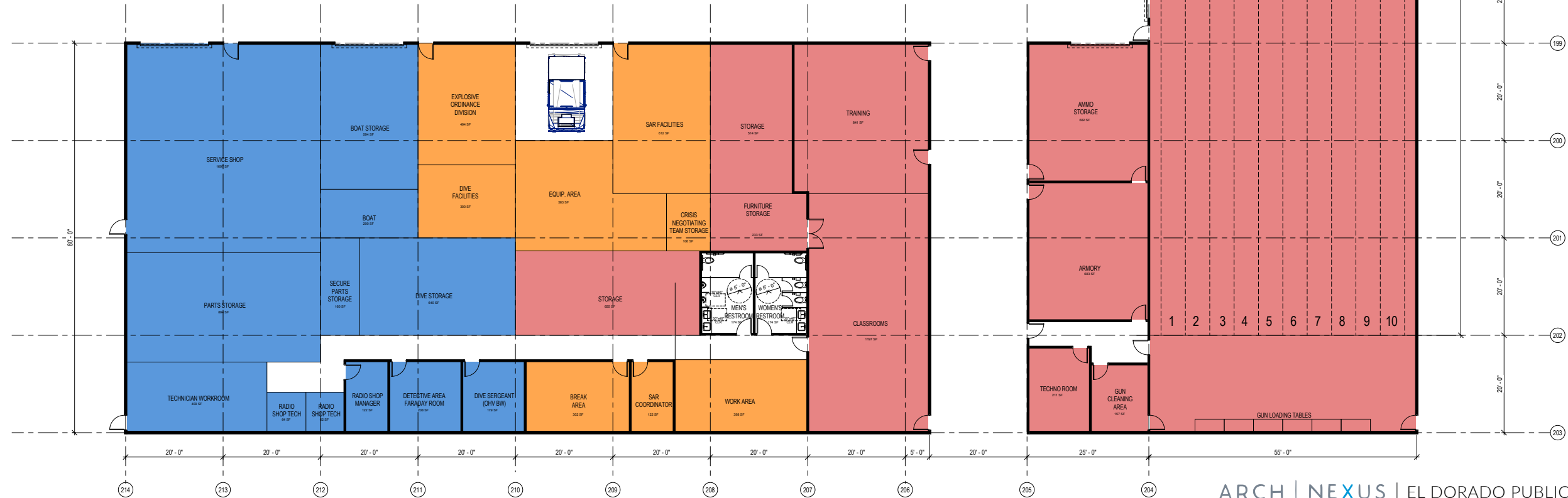


Evidence Building



Floor Plans
Special Operations and Training Building and Shooting Range

Special Operations and Training Building



**Elevations
North and East**



2 ELEVATION - NORTH
A201 1/8" = 1'-0"

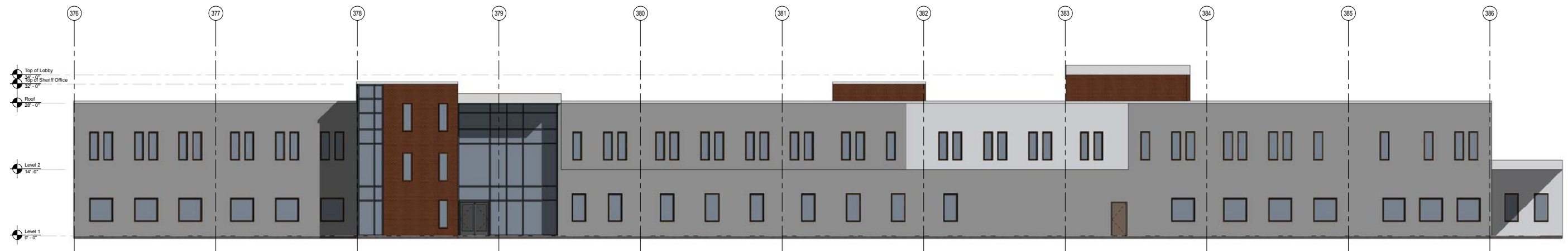


1 ELEVATION - EAST
A201 1/8" = 1'-0"



Perspective Elevation (North)

Elevations South and West

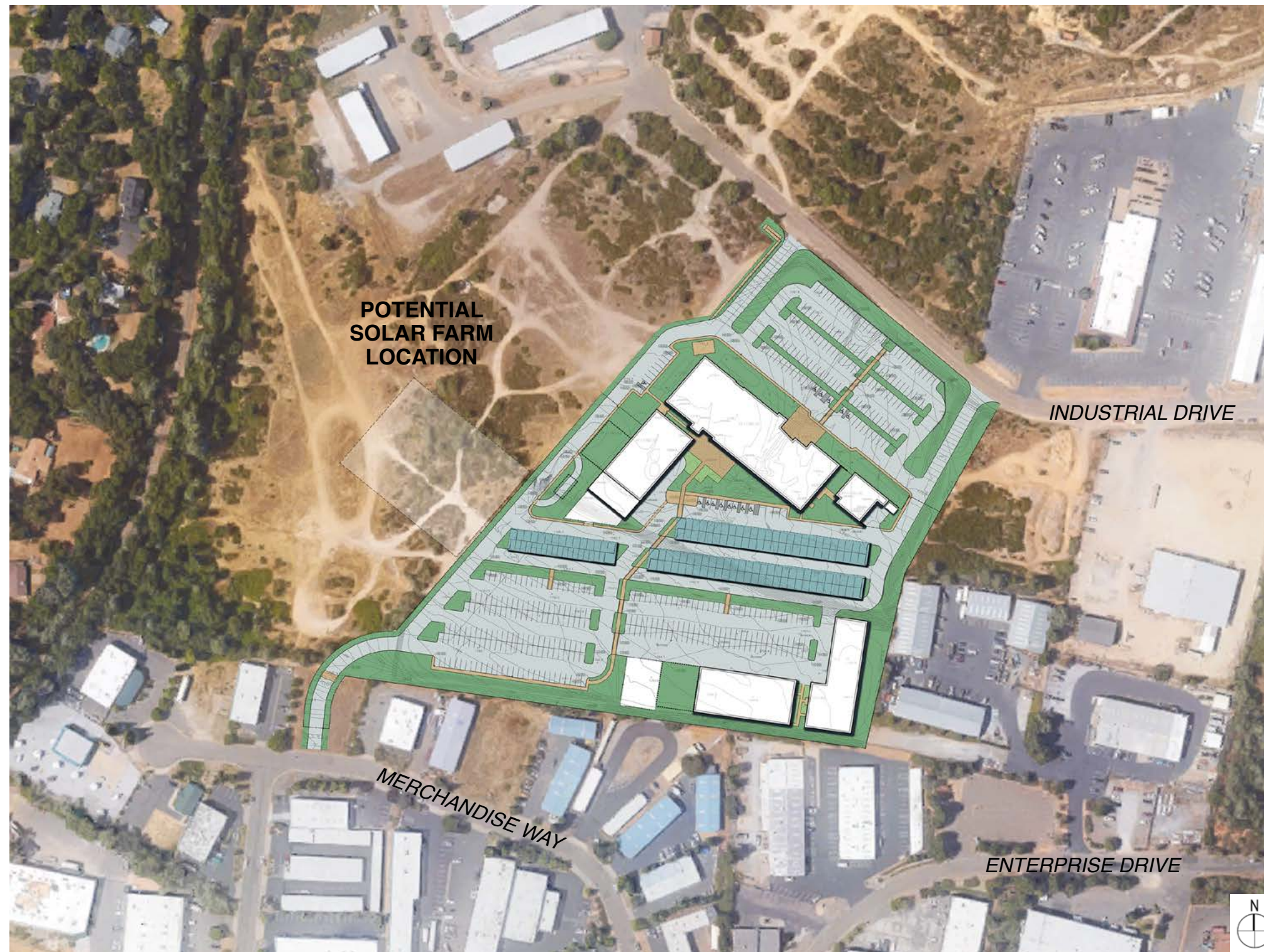


2 ELEVATION - SOUTH
A202 1/8" = 1'-0"



1 ELEVATION - WEST
A202 1/8" = 1'-0"

Site Plan Aerial



Site Plan



INTERPRETED PARKING NEEDS:

PUBLIC:
67 SPACES (9' x 18')

PATROL:
110 SPACES (12.5' x 18')

STAFF/VISITING GOV'T VEHICLES:
279 SPACES (9' x 18')

TOTAL: 456

PARKING, AS SHOWN:

PUBLIC:
137 SPACES (9' x 18')
5 ADA SPACES

PATROL:
126 SPACES (12.5' x 18')

STAFF/VISITING GOV'T VEHICLES:
273 SPACES (9' x 18')
8 ADA SPACES

TOTAL: 545
TOTAL WITH ADA STALLS: 559

FUTURE OFFSITE PARKING:

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Site Photograph Location Diagram



Site Photographs



A

Industrial Drive looking West
at Project Site



B

Industrial Drive looking West
at Project Site on left side of
road

1 General Information

C

Looking South from Industrial Drive onto the Project Site



D

Looking South from Industrial Drive onto the Project Site



General Information **1**



E
Looking Southeast from
Industrial Drive onto the
Project Site



F
Looking East along Industrial
Drive at the North edge of
the site

1 General Information

G

Looking North from
Merchandise Way to secure
access



H

Looking East along drainage
ditch at the South edge of
the Project Site



Planning / Zoning Issues **2**

Planning Department Approval and Zoning

As previously noted in Section 1, EDC conducted a thorough search of properties in the County that would be suitable to house the public safety facilities. The El Dorado County Public Safety Facility (EDC PSF) project site, identified by Assessor's Parcel Numbers 329-240-55 and 329-391-10, has a General Plan Land Use designation of Industrial and a Zoning designation of Industrial Low. Pursuant to El Dorado County's Zoning Ordinance Section 130.23.020, Community Services: Intensive, which includes sheriff's substations, is an allowed use in the Industrial Low zone. Construction of the EDC PSF would be allowed through issuance of a building permit. Given the location, no existing structures on the site, and no re-zoning required, the County has determined no further discretionary review by Development Services Division - Planning Services would be required.

Ingress/Egress, Set-backs, and Parking Issues

The proposed site plan encompasses approximately 12 of the existing 30 acres along the eastern portion of the site. The site is accessed off Industrial Drive, which connects to Missouri Flat Road, which is a main connector between two major arteries in the County (Interstate 50 and Highway 49). Vehicular ingress and egress occurs at two driveways positioned at the north edge of the property along Industrial Drive. Public parking area is located immediately upon entering the site, and can be accessed by either driveway. Staff and officer/patrol ingress and egress occurs via the same driveways, with security gates to allow officials access beyond the public area. Vehicular and pedestrian security gates are positioned along the two driveways that transition from public to private access for staff and officers. A third (private) securely gated point of ingress/egress dedicated solely to staff and officers is located at the south end of the site, along Merchandise Way. This additional access point is prudent and considered 'best practices' with any essential service facility.

All buildings on the site shall be setback a minimum 30' from nearby, public drivable surfaces including public parking lots, public parking stalls, public walkways or public drop-off areas. The 30' setback represents a safe "blast zone" for buildings on the site. Passive measures, including bollards, landscape materials, and chicanes will be utilized to prevent vehicles from approaching the buildings. Security fencing shall be placed along the private, staff-only portions of the facility perimeter.

A planted landscape buffer shall separate the project from adjacent parcels; Additionally, 5% of the gross area of the site that is used for parking and access purposes shall receive additional landscaping per Section 130.18.090 of the county code. Proposed plans show that adequate site access and parking are available onsite and set-backs can be met. This information will be verified by Planning Services at the time of plan review, prior to building permit issuance.

Based on current Industrial code for the site, Minimum parking requirements for Light and Limited Industrial use

2 Planning / Zoning Issues

areas (per Section 130.18.060) include 1 parking space per 400 square feet of gross area. Total Gross SF for all buildings on site is: 99,024 SF., which equates to 247 total parking spaces. However, the program and uses of the facility dictate additional parking is required. In addition to actual parking required, the facility will be the emergency operations center for the entire County; therefore extra parking is necessary in case of an emergency event. The proposed plan allocates parking as follows:

- 144 public parking spaces plus 7 ADA spaces
- 126 spaces dedicated to patrol parking
- 273 spaces for staff and/or visiting government vehicles plus 8 ADA spaces.
- TOTAL: 558 spaces.

Please see the site plans in Section 1 for additional information.

Environmental

In compliance with the California Environmental Compliance Act Guidelines (CEQA) Sections 15000-15387, the County prepared an Environmental Impact Report (EIR) to assess the potential environmental impacts associated with the acquisition and construction of the PSF. The Final EIR may be accessed at the following link: <http://edcgov.us/Facilities/>. The EIR identified one significant and unavoidable impact, associated with construction noise. In accordance with CEQA Guidelines Sections 15091 and 15093 the County adopted the associated CEQA Findings and Statement of Overriding Considerations regarding this significant and unavoidable impact. All other potentially significant impacts were reduced to a less than significant level with the incorporation of identified mitigation measures, which pursuant to CEQA Guidelines Section 15097 are incorporated in a Mitigation Monitoring and Reporting Program that was adopted by the Board of Supervisors on March 8, 2016. The EIR was certified by the Board of Supervisors on March 8, 2016 and an NOD was filed with the County and the State Clearinghouse (SCH# 2015062046) on March 14, 2016. The 30 day statute of limitations for legal challenges on that determination ended on April 14, 2016.

A NEPA Environmental Assessment was also prepared for this site, and is currently available for public comment. Per the NEPA Biological Assessment, no wetlands are located on the site. There are 3 drainage ditches that occur at the western, southwestern, and southern boundaries of the property that convey intermittent industrial water runoff. Due to this occasional artificial water source, these ditches do not meet the definition of "Waters of the U.S." or "tributary" as defined by the Army COE. In order to avoid affecting the drainage of the southern ditch, the private/secure vehicular egress at the southwestern corner of the site will include a structure to span the ditch, thus maintaining the current drainage function of the ditch.

Please see site photos in Section 1 for reference.

Availability of Utilities

Readily available utilities was one of the criteria the County used in selecting a suitable site. The selected site has utilities, including water, sewer, cable, and electrical, all located in close proximity to the project site.

- Domestic water service is available in Industrial Way.
- Fire water will be a loop through the site, and connect to Industrial Drive and Merchandise Way.
- Electrical service will be provided by PG&E via a 500' underground extension along Industrial Drive.
- Phone, Data and Cable is available off of Industrial Way.
- Sanitary sewer will connect to an existing main in Merchandise Way to the south.
- Natural gas is not available at this location. On-site propane tanks will be utilized for heating and hot water needs.

Per a Facility Improvement Letter dated September 18, 2015 from El Dorado Irrigation District (EID), the necessary fire water, domestic water, and sewer mains have more than adequate capacity for this project.

2 Planning / Zoning Issues

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Land / Easements **3**

Land Acquisition Status

The property that was identified as the best, most suitable site for the PSF was acquired by the County in March of 2016. The 30-acre property is identified by Assessor's Parcel Numbers 329-240-55 and 329-391-10, on Industrial Drive in Diamond Springs.

The property has been fenced off, with locked gate access and 'No Trespassing' signage posted.

Alternate Sites Considered

The location of a Sheriff's Headquarters is governed by California Government Code section 24250 which requires the headquarters to be in the county seat or conveniently located to the population center. The site identification and selection process was undertaken in 2013 with a team of Facilities and Sheriff's Office members and two consultants. This team developed criteria for a headquarters site using the experience of the team and criteria from the Center for Public Safety Research and Planning, a national organization that provides training and support for the planning and design of public safety facilities. Initially nearly 400 parcels were identified in or near the target area as required in Government Code section 24250. The criteria developed by the team were formed into a weighted and scored matrix which was used to evaluate potential parcels. The matrix included fourteen key criteria, consisting of site size, expansion potential, drive time analysis for patrol and non-patrol access, traffic impact, public access, utilities and infrastructure, acoustical, commercial, environmental, development risk, purchase cost, development cost, and long term cost. This data-driven approach to site selection analysis ensured an open, objective, logical decision-making process. Through this approach, the team narrowed the options down to 3 primary target sites. The final selection was the Industrial Drive site, which was then approved by the Board of Supervisors.

Solar Farm

The overall acreage of the site at 30 acres exceeds the requirement for the PSF campus by roughly 18 acres. Seven acres of this additional property will be utilized as a solar farm by El Dorado County. The County is committed to providing a significant array of PV panels to offset its energy costs of this facility and potentially others. Initial studies have suggested that a Power Purchase Agreement may be an attractive procurement strategy. No decisions have been made to date regarding the solar farm.

Additional on-site solar power generation will be accomplished through the installation of photovoltaic panels on patrol vehicle carport structures.

3 Land / Easements

Easements / Right-of Way Issues

New public water mains running through the site are required to meet the facility fire protection water loop. These public mains will need to be in easements dedicated to the El Dorado Irrigation District. Additional public utility easements may be needed up to meters, and for electrical service up to the on-site transformer.

No other public or private easements or right-of-ways currently exist or are anticipated.

Suitability of Site for Project

As described above in 'Alternate Sites Considered', with assistance from an independent consultant, the Sheriff's Department, County stakeholders, and the EDC Board of Supervisors reviewed the site selection matrix and determined that the 30-acre parcel on Industrial Drive in Diamond Springs is the most suitable site for this project. Based on location, size, expansion potential, access, initial and long-term costs, utilities, environmental and other measurable considerations, the site identified by Assessor's Parcel Numbers 329-240-55 and 329-391-10 has been fully vetted and acquired by the County. The County has performed their due diligence in selecting the site.

The El Dorado County Public Safety Facility will develop approximately 12 acres of the available 30-acre parcel. The parcel will have access from Industrial Drive, and restricted, secure access from Merchandise Way. As noted above, the balance of the site will remain undeveloped, with potential for a County solar farm on a portion of that remaining property.

Earthwork and Grading

Initial geotechnical studies indicate that the soil on the property is suitable for supporting the planned facilities. These studies indicate mass grading should be achievable with conventional equipment, although extensive 'ripping' may be required. As in most foothill locations, there is a possibility that hard rock may be encountered, which could require blasting. The site has been previously graded, creating several benches throughout the property. The general topography slopes from Northeast to Southwest. There are some native shrubs and trees on the property, but no maintained landscaping.

In order to provide ADA access to the facilities from the public way and from parking areas, and in order for the buildings, parking, drive isles to function as intended, significant grading will need to take place. The grading concept will generate approximately 42,000 cubic yards of cut and about 64,000 cubic yards of fill. This yields a net fill required of 22,000 cubic yards. This fill material can be borrowed from the adjacent solar farm (approximately 7 acres).

The Public Services Building is located across an existing bench in the topography. To minimize differential settlement and to provide for easier utility trenching and foundation construction the building pad should be over-

excavated to elevation 1776 and then re-compacted to building pad elevation of about 1780 (exact floor section not known at this time).

There are seven retaining wall structures on the developed site. The wall heights vary.

Drainage

The runoff from the site will be collected in inlets and piped to a detention basin in the southwesterly corner of the site. From the basin, the drainage is piped to the southwesterly corner of the site and connect to an existing 48" storm drain at Merchandise Way.

The runoff from impervious areas will be treated in bio-swales or storm treatment basins. The native soil will not provide adequate percolation, hence all bio-swales and storm treatment areas will require 18 inches of imported sandy loam. The swales and basins will have subdrains and overflow drains.

Sewer

A new sanitary sewer service will connect to the existing sewer main in Merchandise Way and be extended along the driveway to the site. The sewer system will be extended to each building.

Water and Fire Protection

Public water main lines will be extended from Industrial Drive and Merchandise Way. The main lines will be 8 inch and will be within an EID easement. Fire and domestic water services will be supplied from the new public water mains.

Each building will have a fire sprinkler service and a domestic water service.

Propane

Underground natural gas service is not available in the area, so most heating systems will utilize propane. On-site distribution will include one or more tanks.

3 Land / Easements

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Permit / Code Requirements **4**

Required Permits

Construction of the EDC PSF would be allowed through issuance of a building permit by El Dorado County, and will be subject to their permitting regulations, including the current adopted California Codes for building, structural, mechanical, plumbing, electrical, energy and green codes. Additionally, El Dorado County Irrigation District (EID) has given initial approval the project. Detailed engineering drawings and calculations will be reviewed by EID as they are developed.

Per previous review by the County Development Services, Planning Department, no further action or approvals are required, as the project falls within approved uses per current zoning, with no design review necessary.

El Dorado County does not intend to obtain LEED Certification on this project, however, the design will meet many of the LEED criteria.

Accessibility Compliance

The El Dorado County Public Safety Facility will be fully accessible per the CBC and ADAAG requirements. There will be adequate accessible parking spaces in both the public parking lot and staff parking lots, with accessible paths of travel into each building. Sloping walkways will be used throughout the site for accessibility, and ramps will be used when necessary. In the main public safety building accessible elevators are located in the lobby and at the staff entrance. There are accessible stalls in all bathrooms. The locker room includes two private accessible shower/ changing rooms.

4 Permit / Code Requirements

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Cost Estimate Summary

Conceptual Construction costs have been developed for the site and building development. The conceptual pricing is based on:

1. Completion of design via Design/Build delivery method
2. All soft costs, including building permit fees, bonds, utility fees, inspection fees, etc.
3. Development of 12-acre site, including tie in to existing roads, all signage, site lighting, etc.
4. 80' radio tower
5. All utilities
6. All 5 buildings as described, including associated support facilities such as the trash enclosures and emergency generator and enclosure.
7. All communications and special systems pathways
8. Radio, Audio/Visual, Security, Communications, EOC, Dispatch and other special systems head-end equipment
9. Site and building security systems
10. Morgue fixed equipment such as walk-in coolers, grossing stations and body lift
11. Special Ops building fixed equipment
12. Gun range manual target retrieval system and fixed containment trap
13. Escalation to mid-point of construction
14. Contingency

Conceptual Construction pricing does not include the following:

- A. Off-site (public roadway) improvements
- B. Carport canopy structure with photovoltaic panels (to be provided by PPA)
- C. Propane tanks (to be provided by propane supplier)
- D. Evidence facility high bay storage racks
- E. Morgue specialty non-fixed equipment
- F. Relocation of E-911 telephone equipment (AT&T to provide)
- G. New IT equipment
- H. Office and classroom/training room furniture and equipment
- I. Commissioning of building systems
- J. LEED or other certifications
- K. Solar farm

See following CONSTRUCTION conceptual cost estimate for additional details.

A TOTAL PROJECT conceptual cost estimate is included at the end of this section, which includes all costs for the project.

5 Cost Estimates

Detailed Construction Cost Estimate

Job Information		
JOBDES	El Dorado County	
JOBDES2	EDC Public Safety Building	
Designed by:	Achitectural Nexus	
JOBLOC	Placerville, CA	
JOBSTA	Criteria Documents	
Estimate Date	June 28, 2016	
Revision Date		
Notice to Proceed	August 2, 2017	
Construction Duration (Months)	20 Months	
Mark-ups		
Description	Percentage	Remarks
Sales Tax	7.50%	
General Conditions	5.73%	See Attachment Detail
General Contractor Markup	5.0%	
General Contractor Bond & Insurance	2.0%	Liability 1% and Bonds 1%
Design Builder's Risk Contingency	3.0%	
Contractor's Design Team	6.8%	Architect of Record - Accumulative Average (PSB - 8%, Evid. -5%, Morgue -10%, Mixed Use - 6%, Site - 5%)
Market Bid Factor	2.8%	Apprenticeship requirements of AB566 & limited subcontractor solicitations. Does not include a PLA/ PSA agreement(s).
Estimating Contingency	2.8%	Undocumented and/ or Coordinated Needs
Annual Escalation Rate	5.00%	
Escalation to Bid Date	5.50%	
Areas		
Site Area	609,840 sf	See Area Summary Tab
Building Area	99,024 sf	See Area Summary Tab
Roof Area	88,021 sf	See Area Summary Tab
Design Team and Estimators		
Name & Contact info (ph #) of the Primary Design Team and Cost Consultant		
Lead Estimator	John Moreno	916-925-4000

Cost Estimates 5

Project: El Dorado County
 Title: EDC Public Safety Building
 Location: Placerville, CA
 Designed by: Achitectural Nexus
 Date: June 28, 2016



Building Area Summary

Building # /Tab Name	Building Description	New Construction	Alternate	Total GSF W. Alternate	Height	Perimeter Wall (LF)	Exterior Wall (SF)	Roof Area (SF)
Site - b		99,024		99,024				
Building 1	Public Safety Building	57,820			31.0	880	27,280	32,208
Building 2	Evidence	11,728			18.0	450	8,100	18,811
Building 3	Morgue	3,993			16.0	306	4,896	4,742
Building 4	Training/ Special Op's	12,933			14.0	560	7,840	18,832
Building 5	Shooting Range - 50yd	12,550			14.0	495	6,930	13,429
Total		99,024		99,024				88,021

Site Area Summary

Site - Project 1	Total SF
Total Site Area	609,840

Project: El Dorado County
 Title: EDC Public Safety Building
 Location: Placerville, CA
 Budget: \$40,538,448
 Designed by: Achitectural Nexus
 CSI Summary
 Date: June 28, 2016



CSI	Description	Tab Name:	Site - A	Off-Site	Public Safety Building - B	Evidence - A	Morgue	Training Bldg - B	Shooting Range - 50YDS	Total
		New Construction:	99,024 sf	N/A	57,820 sf	11,728 sf	3,993 sf	12,933 sf	12,933 sf	99,024 sf
		Alternate:	0 sf	N/A	0 sf	0 sf	0 sf	0 sf	0 sf	0 sf
		Total GSF:	99,024 sf	0 sf	57,820 sf	11,728 sf	3,993 sf	12,933 sf	12,933 sf	99,024 sf
2	Existing Conditions		\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
3	Concrete		\$0	\$0	\$1,177,674	\$209,663	\$89,832	\$192,585	\$341,282	\$2,010,036
4	Masonry		\$0	\$0	\$120,744	\$162,000	\$139,816	\$28,800	\$0	\$451,360
5	Metals		\$0	\$0	\$2,189,259	\$316,800	\$184,612	\$230,400	\$306,114	\$3,227,185
6	Wood, Plastics & Composites		\$0	\$0	\$220,819	\$2,302	\$20,317	\$51,908	\$25,276	\$320,622
7	Thermal & Moisture Protection		\$0	\$0	\$725,444	\$9,198	\$110,188	\$12,613	\$1,802	\$859,245
8	Openings		\$0	\$0	\$1,157,615	\$82,639	\$53,754	\$130,417	\$60,792	\$1,485,218
9	Finishes		\$0	\$0	\$2,386,912	\$279,487	\$260,178	\$314,095	\$375,178	\$3,615,850
10	Specialties		\$0	\$0	\$246,540	\$257,604	\$4,276	\$8,151	\$34,704	\$551,274
11	Equipment		\$0	\$0	\$3,735	\$13,500	\$166,934	\$229,679	\$0	\$413,848
12	Furnishings		\$0	\$0	\$841,400	\$0	\$104,340	\$0	\$0	\$945,740
13	Special Construction		\$0	\$0	\$0	\$131,250	\$0	\$0	\$1,250,000	\$1,381,250
14	Conveying Systems		\$0	\$0	\$270,900	\$0	\$0	\$0	\$0	\$270,900
21	Fire Suppression		\$0	\$0	\$253,259	\$48,036	\$16,355	\$52,971	\$51,403	\$422,024
22	Plumbing		\$0	\$0	\$528,592	\$52,859	\$169,718	\$105,718	\$13,215	\$870,102
23	HVAC		\$0	\$0	\$2,180,561	\$207,737	\$246,420	\$345,478	\$523,497	\$3,503,693
25	Integrated Automation		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26	Electrical		\$0	\$0	\$1,908,060	\$211,104	\$131,769	\$232,794	\$225,900	\$2,709,627
27	Communications		\$0	\$0	\$1,084,125	\$64,504	\$49,114	\$71,132	\$69,025	\$1,337,899
28	Electronic Safety and Security		\$0	\$0	\$1,011,850	\$93,824	\$43,923	\$103,464	\$100,400	\$1,353,461
31	Substructure and Earthwork - Subproject Site Specifics		\$1,266,843	\$0	\$0	\$0	\$0	\$0	\$0	\$1,266,843
32	Exterior Improvements - Subproject Site Specifics		\$4,653,626	\$0	\$0	\$0	\$0	\$0	\$0	\$4,653,626
33	Infrastructure - Subproject Site Specifics		\$2,098,936	\$0	\$0	\$0	\$0	\$0	\$0	\$2,098,936
34	Off Site Improvements - NOT IN EXISTING SCOPE (NIES)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	NIES
	Subtotal		\$8,644,405	\$0	\$16,307,488	\$2,141,608	\$1,791,645	\$2,110,206	\$3,378,687	\$34,373,740
	General Conditions	5.73%	\$495,276.67	\$0	\$934,327.10	\$122,696.32	\$102,645.42	\$120,902.92	\$193,574.01	\$1,969,421
	General Contractor Markup	5.00%	\$456,984	\$0	\$862,091	\$113,210	\$94,710	\$111,555	\$178,608	\$1,817,158
	General Contractor Bond & Insurance	2.00%	\$191,933	\$0	\$362,078	\$47,548	\$39,778	\$46,853	\$75,015	\$783,205
	Design Builder's Risk Contingency	3.00%	\$293,658	\$0	\$553,980	\$72,749	\$60,860	\$71,686	\$114,774	\$1,167,707
	Allowances		\$0	\$0	\$0	\$0	\$0	\$0	\$0	TBD
	Plan Check and Utility Fees		\$0	\$0	\$0	\$0	\$0	\$0	\$0	BY OTHERS
	Design Fees	6.84%	\$689,982	\$0	\$1,301,637	\$170,932	\$142,998	\$168,433	\$269,673	\$2,743,655
	Market Bid Factor	2.80%	\$301,623	\$0	\$569,005	\$74,722	\$62,511	\$73,630	\$117,886	\$1,199,377
	Estimating Contingency	2.75%	\$304,531	\$0	\$574,492	\$75,443	\$63,114	\$74,340	\$119,023	\$879,023
	Construction Cost -- June 2016		\$11,378,392	\$0	\$21,465,098	\$2,818,808	\$2,358,162	\$2,777,606	\$4,447,141	\$45,245,207
	Escalation to Start of Construction: August 2017	5.50%	\$625,812	\$0	\$1,180,580	\$155,034	\$129,699	\$152,768	\$244,593	\$2,488,486
	Escalation, Bid to MPOC: 10 Months	6.25%	Separate Package	\$0	\$1,415,355	\$185,865	\$155,491	\$183,148	\$293,233	\$2,233,092
	Total Construction Cost		\$12,004,204	\$0	\$24,061,033	\$3,159,707	\$2,643,352	\$3,113,522	\$4,984,967	\$49,966,785
	Total Cost per building square foot		\$121.23	\$0.00	\$416.14	\$269.42	\$662.00	\$240.74	\$385.45	\$504.59

5 Cost Estimates

Project: El Dorado County				Design Level: Criteria Documents	
Tab Title: EDC Public Safety Building					
Location: Placerville, CA				New Construction: 99,024 sf	
Designed by: Achitectural Nexus				Renovation: 0 sf	
Tab Name: Site - A				Total GSF: 99,024 sf	
Date: May 17, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
02 41 00	SITE SPECIFIC & BUILDING DEMOLITION				
02 41 00	MISCELLANEOUS DEMOLITION	1	LS	\$25,000.00	\$25,000
02 41 00	SITE SPECIFIC & BUILDING DEMOLITION			\$0.25	\$25,000
31 30 00	EARTHWORK - SUBPROJECT SITE SPECIFIC				
31 30 00	CLEAR AND GRUB	609,840	SF	\$0.19	\$117,414
31 30 00	CUT AND FILL	42,000	CYDS	\$5.68	\$238,508
31 30 00	IMPORT ENGINEERED FILL - ON SITE	22,000	CYDS	\$12.26	\$269,720
31 30 00	STOCK PILE	22,000	CYDS	\$2.82	\$62,081
31 30 00	COMPACT FILL MATERIALS	22,000	CYDS	\$7.34	\$161,411
31 30 00	SCARIFY AND COMPACT HARDSCAPES	307,113	SF	\$0.46	\$142,366
31 30 00	FINE GRADING- ENTIRE SITE	609,840	SF	\$0.25	\$151,439
31 30 00	EROSION CONTROL - BMP'S AND MAINTENANCE	609,840	SF	\$0.20	\$123,904
31 30 00	EARTHWORK - SUBPROJECT SITE SPECIFIC			\$12.79	\$1,266,843
32 00 00	SITE IMPROVEMENT - SUBPROJECT SITE SPECIFIC				
	HARDSCAPES				
32 00 00	PCC PAVING - 4" PCC (WALKS/ APRONS)	12,772	SF	\$7.42	\$94,714
32 00 00	ENHANCED PAVING	6,612	SF	\$14.52	\$96,011
32 00 00	PCC PAVING - 8" (TRAFFIC)	2,014	SF	\$10.73	\$21,617
32 00 00	SLOPED PCC PAVING - 4'	12,625	SF	\$18.00	\$227,250
32 00 00	AC PAVING	273,090	SF	\$4.52	\$1,233,001
32 00 00	MEMORIAL - ALLOW	860	SF		FUTURE DONOR WALL
32 00 00	GUARD RAILING	800	LF	\$185.00	\$148,000
32 00 00	TIE IN (N) AC PAVING TO (E) ROAD	60	LF	\$20.00	\$1,200
32 00 00	PATCH AND REPAIR (E) AC PAVING FOR (N) UTILITIES	200	LF	\$24.35	\$4,871
32 00 00	PCC CURBING	10,510	LF	\$20.66	\$217,120
	MISCELLANEOUS IMPROVEMENTS				
32 00 00	FLAG POLES- 35' H	3	EA	\$6,500.00	\$19,500
32 00 00	BOLLARDS	24	EA	\$350.00	\$8,400
32 00 00	STRIPING	12,300	LF	\$3.23	\$39,721
32 00 00	PAINT TO CURBING	1,200	LF	\$5.15	\$6,180
32 00 00	ADA INSIGNIA	14	EA	\$350.00	\$4,900
32 00 00	MONUMENT SIGN - allow	1	EA	\$25,000.00	\$25,000
32 00 00	WHEEL STOPS	278	EA	\$50.00	\$13,900
32 00 00	DETECTABLE WARNING PAVERS	240	SF	\$45.00	\$10,800
32 00 00	TRASH ENCLOSURE	1	LS	\$25,000.00	\$25,000
32 00 00	BIKE RACKS	1	LS	\$2,500.00	\$2,500

Cost Estimates 5

Project: El Dorado County	Design Level: Criteria Documents
Tab Title: EDC Public Safety Building	
Location: Placerville, CA	New Construction: 99,024 sf
Designed by: Achitectural Nexus	Renovation: 0 sf
Tab Name: Site - A	Total GSF: 99,024 sf
Date: May 17, 2016	

TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
SECURITY FENCING					
32 00 00	SECURITY PERIMETER FENCING	2,450	LF	\$100.00	\$245,000
32 00 00	CMU WALL/ FOOTINGS AT GENSET YARD- 6' H	64	LF	\$250.00	\$16,000
32 00 00	ORNAMENTAL METAL FENCING- 8' H	120	LF	\$150.00	\$18,000
32 00 00	VEHICLE GATES- 24' W X 8' H MOTORIZED	3	EA	\$12,100.00	\$36,300
32 00 00	MAN GATE W. PANIC	2	EA	\$3,420.00	\$6,840
32 00 00	SECURED ENTRY PEDESTALS/ TRAFFIC LOOPS	3	LOC	\$15,000.00	\$45,000
SITE STRUCTURES					
32 00 00	VEHICLE BRIDGE	400	SF	\$275.00	\$110,000
32 00 00	COVERED STAFF PARKING	35,160	SF	PROVIDED BY PPA VENDOR	
32 00 00	RETAINING WALLS	6,785	SF	\$75.00	\$508,875
32 00 00	RADIO TOWER - 88'H (W. 8' LIGHTNING MAST)	80	VLF	\$5,000.00	\$400,000
NOTE:	INCLUDES FOUNDATION				
LANDSCAPE AND IRRIGATION					
32 00 00	PLANTER AREAS/ SEED/ SHRUB/ IRRIGATION - AMENDMENTS	161,620	SF	\$2.48	\$400,060
32 00 00	BIO SWALES/ DETENTION/ RETENTION PONDS	69,000	SF	\$5.00	\$345,000
32 00 00	IMPORT LOAM (PER GEOTECH REPORT)	9,225	CYDS	\$35.00	\$322,868
32 00 00	SITE IMPROVEMENT - SUBPROJECT SITE SPECIFIC			\$46.99	\$4,653,626
33 00 00	INFRASTRUCTURE - DRY UTILITIES				
SITE LIGHTING					
33 46 00	SITE LIGHTING- PARKING AREAS- 32' LED POLE FIXTURES	273,090	SF	\$1.00	\$273,090
33 46 00	SITE LIGHTING- TO CANOPIES	35,160	SF	\$5.00	\$175,800
33 46 00	SITE LIGHTING- TO MONUMENT SIGN	3	EA	\$1,500.00	\$4,500
33 46 00	SITE LIGHTING- FLAGPOLE UPLIGHTS	9	EA	\$1,500.00	\$13,500
33 46 00	BOLLARD LIGHTS	12	EA	\$1,800.00	\$21,600
33 46 00	PROVISIONAL CONDUITS FOR FUTURE CCTV/ PA	5,000	LF	\$6.00	\$30,000
33 46 00	TRENCH AND BACKFILL	8,250	LF	\$15.64	\$129,061
NORMAL POWER					
33 46 00	TRENCH AND BACKFILL	400	LF	\$24.13	\$9,653
33 46 00	PRIMARY RACEWAYS- CONCRETE ENCASED	400	LF	\$31.93	\$12,773
33 46 00	TRANSFORMER PAD/ VAULT/ GROUNDING	1	EA	\$7,821.88	\$7,822
33 46 00	3000A - MSB	1	EA	\$81,270.00	\$81,270
33 46 00	SECONDARY FEED- CONCRETE ENCASED - [3000A]	100	LF	\$1,127.25	\$112,725
33 46 00	FEEDER- TO BUILDING B- RADIO VAULT	80	LF	\$125.00	\$10,000
33 46 00	FEEDER- TO VEHICLE GATES	500	LF	\$10.00	\$5,000
33 46 00	FEEDER- TO COMMAND RV POST	150	LF	\$35.00	\$5,250
33 46 00	FEEDER- TO ELECTRIC VEHICLE CHARGERS	150	LF	\$25.00	\$3,750
33 46 00	RACEWAY ONLY - TO PV SYSTEMS AT CANOPIES		LF	\$0.00	\$0
33 46 00	PULL BOXES	2	EA	\$3,500.00	\$7,000

5 Cost Estimates

Project: El Dorado County				Design Level: Criteria Documents	
Tab Title: EDC Public Safety Building					
Location: Placerville, CA				New Construction: 99,024 sf	
Designed by: Achitectural Nexus				Renovation: 0 sf	
Tab Name: Site - A				Total GSF: 99,024 sf	
Date: May 17, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
33 46 00	ELECTRIC VEHICLE CHARGING STATIONS	6	EA	\$5,000.00	\$30,000
33 46 00	MOBILE COMMAND PEDESTAL	1	EA	\$2,800.00	\$2,800
EMERGENCY POWER					
33 46 00	EMERGENCY GENERATOR- 800KVA	1	EA	\$320,000.00	\$320,000
33 46 00	GENERATOR PAD/ GROUNDING	120	SF	\$25.00	\$3,000
33 46 00	GENERATOR FUEL TANK- 96 HOUR ABOVE GROUND	1	EA	\$22,500.00	\$22,500
NOTE: INCLUDES FUEL FILL TO TANK					
33 46 00	TRENCH AND BACKFILL	270	LF	\$7.20	\$1,944
33 46 00	FEEDER- TO GENERATOR	270	LF	\$350.00	\$94,500
33 46 00	FEEDER- TO TEMP GENERATOR HOOKUP	270	LF	\$150.00	\$40,500
COMMUNICATIONS					
33 46 00	TRENCH AND BACKFILL	400	LF	\$7.20	\$2,880
33 46 00	LV- TO BUILDING	400	LF	\$100.00	\$40,000
33 46 00	LV- TO BUILDING B- RADIO VAULT	80	LF	\$230.00	\$18,400
33 46 00	LV- TO VEHICLE GATES	500	LF	\$15.00	\$7,500
33 46 00	LV- TO COMMAND RV POST	150	LF	\$15.00	\$2,250
33 46 00	LV- TO EMERGENCY GENSET	270	LF	\$30.00	\$8,100
33 46 00	SITE SECURITY	103,002	SF	\$1.00	\$103,002
33 46 00	POINT OF CONNECTION TO (E) UTILITY	1	LOC	\$4,738.09	\$4,738
33 00 00	INFRASTRUCTURE - DRY UTILITIES			\$16.21	\$1,604,907
33 46 00	INFRASTRUCTURE - WET UTILITIES				
DOMEST AND FIRE WATER					
33 46 00	DOMESTIC WATER LINE	400	LF	\$25.00	\$10,000
33 46 00	FIRE WATER LINE	3,240	LF	\$60.00	\$194,400
33 46 00	BORE THROUGH WET LANDS	200	LF	\$120.00	\$24,000
33 46 00	WATER SUPPLY TO MOBILE COMMAND	150	LF	\$15.00	\$2,250
33 46 00	FDC/ PIV	2	PR	\$3,619.34	\$7,239
33 46 00	HYDRANTS	6	EA	\$3,762.38	\$22,574
33 46 00	BACKFLOW PREVENTER - 8"	2	EA	\$15,500.00	\$31,000
33 46 00	BACKFLOW PREVENTER - 4"	2	EA	\$7,641.37	\$15,283
33 46 00	GATE VALVES W. VALVE BOX - 8"	13	EA	\$2,525.00	\$32,825
33 46 00	MISC. VALVES	1	LOT	\$1,852.60	\$1,853
33 46 00	POINT OF CONNECTION TO (E) UTILITY	3	LOC	\$2,339.68	\$7,019
33 46 00	REMOVE AND REPLACE AC PAVING- STREET SECTION	200	SF	\$25.00	\$5,000

Cost Estimates 5

Project: El Dorado County					Design Level: Criteria Documents	
Tab Title: EDC Public Safety Building						
Location: Placerville, CA					New Construction: 99,024 sf	
Designed by: Achitectoral Nexus					Renovation: 0 sf	
Tab Name: Site - A					Total GSF: 99,024 sf	
Date: May 17, 2016						
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB	
GAS						
33 46 00	LP GAS SITE DISTRIBUTION	2,000	LF	\$30.00	\$60,000	
	NOTE: TANKS BY VENDOR					
SANITARY SEWER						
33 46 00	SANITARY SEWER PIPING	2,200	LF	\$50.00	\$110,000	
33 46 00	BORE THROUGH WET LANDS	200	LF	\$120.00	\$24,000	
33 46 00	CLEANOUTS	10	EA	\$601.36	\$6,014	
33 46 00	SAMPLING INTERCEPTOR	1	EA	\$10,000.00	\$10,000	
33 46 00	SAND/OIL SEPERATOR	1	EA	\$10,000.00	\$10,000	
33 46 00	RV DUMP STATION	1	EA	\$10,500.00	\$10,500	
33 46 00	SSMH	5	EA	\$4,438.39	\$22,192	
33 46 00	POINT OF CONNECTION TO (E) UTILITY	1	LOC	\$2,566.28	\$2,566	
STORM DRAIN						
33 46 00	STORM DRAIN	307,113	SF	\$1.58	\$485,315	
33 46 00	INFRASTRUCTURE - WET UTILITIES			\$11.05	\$1,094,030	
Total	Subtotal subcontractor cost			\$87.30	\$8,644,405	
	General Conditions	5.37%		\$4.69	\$464,633	
	General Contractor Markup	5.00%		\$4.60	\$455,452	
	General Contractor Bond & Insurance	2.00%		\$1.93	\$191,290	
	Design Builder's Risk Contingency	3.00%		\$2.96	\$292,673	
	Contractor's Design Team	6.88%		\$0.00	\$0	
	Market Bid Factor	2.80%		\$2.84	\$281,357	
	Estimating Contingency	3.00%		\$3.13	\$309,894	
	Current Construction Cost			\$107.45	\$10,639,704	

5 Cost Estimates

3	<p>Project: El Dorado County</p> <p>Tab Title: EDC Public Safety Building</p> <p>Location: Placerville, CA</p> <p>Designed by: Achitectoral Nexus</p> <p>Tab Name: Public Safety Building - B</p> <p>Date: June 28, 2016</p>	<p>Design Level: Criteria Documents</p> <p>New Construction: 57,820 sf</p> <p>Renovation: 0 sf</p> <p>Total GSF: 57,820 sf</p>
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TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
03 30 00	FOUNDATION CONCRETE				
03 30 00	EXCAVATION TO FOOTINGS	364	CYDS	\$25.00	\$9,100
03 30 00	FOUNDATIONS - CONTINUOUS	106	CYDS	\$564.41	\$59,827
03 30 00	FOUNDATIONS - SPREAD FOOTING	219	CYDS	\$532.13	\$116,537
03 30 00	SHEAR WALL FOUNDATIONS	40	CYDS	\$650.00	\$26,000
03 30 00	FOUNDATION CONCRETE			\$3.66	\$211,465
03 30 00	SLAB ON GRADE CONCRETE				
03 30 00	SLAB ON GRADE- 6"- COMPLETE	31,006	SF	\$10.04	\$311,182
03 30 00	SLAB ON GRADE CONCRETE			\$5.38	\$311,182
03 30 00	CONCRETE WALLS AND COLUMNS - BELOW GRADE				
03 30 00	ELEVATOR PITS	2	EA	\$22,575.00	\$45,150
03 30 00					
03 30 00	CONCRETE WALLS AND COLUMNS - BELOW GRADE			\$0.78	\$45,150
03 30 00	CONCRETE WALLS AND COLUMNS - ABOVE GRADE				
03 30 00	8" SHEARWALLS	58	CYDS	\$1,693.13	\$98,201
03 30 00					
03 30 00	CONCRETE WALLS AND COLUMNS - ABOVE GRADE			\$1.70	\$98,201
03 30 00	ELEVATED CONCRETE SLABS AND BEAMS			\$0.00	\$0
03 30 00	MISC. CONCRETE			\$0.00	\$0
03 40 00	PRECAST CONCRETE				
03 40 00	SITE CAST CONCRETE TILT UP WALL - 8"	23,258	SF	\$22.00	\$511,676
03 40 00	NOTE: COSTS ASSSUME PANEL CAN BE CONSTRUCTED ON BLDG SLAB - NO CASTING BEDS HAVE BEEN IN				
03 40 00	PRECAST CONCRETE			\$8.85	\$511,676
04 20 00	MASONRY - EXT. WALLS				
04 20 00	BRICK VENEER - 20%	4,652	SF	\$25.96	\$120,744
04 20 00	MASONRY - EXT. WALLS			\$2.09	\$120,744
04 20 00	MASONRY - INT. WALLS			\$0.00	\$0
05 12 00	STRUCTURAL STEEL				
05 12 00	WIDE FLANGE BEAMS/ COLUMNS	297	TONS	\$4,065.26	\$1,208,194
05 12 00	CHANNEL/ ANGLE LEDGER	28,600	LBS	\$2.54	\$72,635
05 12 00	ANCHOR BOLTS	1,860	EA	\$31.56	\$58,707
05 12 00	3" METAL ROOF DECK	32,208	SF	\$4.23	\$136,330
05 12 00	3.25" CONCRETE O/ 3" METAL DECK - FLR&CLG	26,523	SF	\$14.78	\$391,888
05 12 00	BASE CONNECTIONS	27	LOC	\$532.62	\$14,381
05 12 00	MISC. STEEL CONNECTIONS/ ANCHORS/ SUPPORT	1	LS	\$106,222.99	\$106,223
05 12 00	STRUCTURAL STEEL			\$34.39	\$1,988,358

Cost Estimates 5

3	Project: El Dorado County Tab Title: EDC Public Safety Building Location: Placerville, CA Designed by: Achitectural Nexus Tab Name: Public Safety Building - B Date: June 28, 2016				Design Level: Criteria Documents New Construction: 57,820 sf Renovation: 0 sf Total GSF: 57,820 sf	
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB	
05 50 00	MISC. METALS			\$0.00	\$0	
05 51 00	STEEL STAIRS					
05 51 00	ROOF ACCESS LADDER	32	VLF	\$152.39	\$4,877	
05 51 00	ROOF ACCESS HATCH	2	EA	\$1,500.00	\$3,000	
05 51 00	SHIPS LADDER	2	EA	\$1,200.00	\$2,400	
05 51 00	INTERIOR STAIRS - EXITING	240	NLF	\$152.41	\$36,578	
05 51 00	FREE STANDING HANDRAIL/ GUARDRAIL	132	LF	\$185.77	\$24,521	
05 51 00	LOBBY STAIR	192	NLF	\$365.41	\$70,158	
05 51 00	LOBBY RAILINGS/ BALLUSTRADE	148	LF	\$401.13	\$59,368	
05 51 00						
05 51 00	STEEL STAIRS			\$3.47	\$200,901	
06 10 00	ROUGH CARPENTRY			\$0.00	\$0	
06 20 00	FINISH CARPENTRY					
06 20 00	PLYWOOD BACKBOARDS- 5/8" FIRE TREATED	400	SF	\$5.50	\$2,200	
06 20 00						
06 20 00	FINISH CARPENTRY			\$0.04	\$2,200	
06 41 00	CASEWORK					
06 41 00	BASE CABINET W. SOLID SURFACE COUNTERTOPS	57,820	SF	\$2.50	\$144,550	
06 41 00	HIGH DENSITY STORAGE	1	LOT	\$74,068.75	\$74,069	
06 41 00						
06 41 00	CASEWORK			\$3.78	\$218,619	
07 21 00	INSULATION - INTERIOR					
07 21 00	INSULATION TO FRAMED WALLS- ACOUSTICAL BATTS	62,352	SF	\$1.07	\$66,876	
07 21 00						
07 21 00	INSULATION - INTERIOR			\$1.16	\$66,876	
07 24 00	EXTERIOR WALL SYSTEMS AND INSULATION					
07 24 00	RIGID INSULATION- INTERIOR SIDE OF EXTERIOR WALLS	17,978	SF	\$2.54	\$45,663	
07 24 00						
07 24 00	EXTERIOR WALL SYSTEMS AND INSULATION			\$0.79	\$45,663	
07 81 00	FIRE PROOFING			\$0.00	\$0	
07 31 00	ROOFING AND SHEET METAL					
07 31 00	SINGLE PLY ROOF - 80MIL	34,848	SF	\$4.98	\$173,478	
07 31 00	RIGID INSULATION	32,208	SF	\$5.17	\$166,481	
07 31 00	FASCIA	880	LF	\$28.04	\$24,673	
07 31 00						
07 31 00	ROOFING AND SHEET METAL			\$6.31	\$364,632	

5 Cost Estimates

3	Project: El Dorado County Tab Title: EDC Public Safety Building Location: Placerville, CA Designed by: Achitectural Nexus Tab Name: Public Safety Building - B Date: June 28, 2016				Design Level: Criteria Documents New Construction: 57,820 sf Renovation: 0 sf Total GSF: 57,820 sf	
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB	
07 72 00	ROOF ACCESSORIES					
07 72 00	MISC. ROOF ACCESSORIES	32,208	SF	\$0.98	\$31,722	
07 72 00	PARAPET CAP	870	LF	\$29.51	\$25,671	
07 72 00	SOFFIT PANELS	600	SF	\$60.00	\$36,000	
07 72 00	BUILDING HUNG CANOPIES	600	SF	\$75.00	\$45,000	
07 72 00	ROOF ACCESSORIES			\$2.39	\$138,393	
07 92 00	SEALANTS					
07 92 00	CAULKING AND SEALANTS	57,820	SF	\$1.90	\$109,880	
07 92 00	SEALANTS			\$1.90	\$109,880	
08 12 00	DOORS / FRAMES / HRDWR - EXTERIOR					
08 12 00	EXTERIOR DOOR/ FRAME/ HARDWARE- HM	8	EA	\$2,876.92	\$23,015	
08 12 00	EXTERIOR DOOR/ FRAME/ HARDWARE - STOREFRONT	7	EA	\$3,126.20	\$21,883	
08 12 00	ADD- POWER ASSIST OPENER	1	EA	\$7,500.00	\$7,500	
08 12 00	OVERHEAD DOORS- 12 X 12'-8"	1	EA	\$10,600.00	\$10,600	
08 12 00	DOORS / FRAMES / HRDWR - EXTERIOR			\$1.09	\$62,999	
08 12 00	DOORS / FRAMES / HRDWR - INTERIOR					
08 12 00	INTERIOR DOOR/ FRAME/ HARDWARE- HM/ SC	161	EA	\$1,676.97	\$269,992	
08 12 00	ELECTRIC STRIKES	12	EA	\$950.00	\$11,400	
08 12 00	ADD- BALLISTIC RESISTANCE- LEVEL 3		EA	\$0.00	\$0	
08 12 00	DOORS / FRAMES / HRDWR - INTERIOR			\$4.87	\$281,392	
07 72 00	ROOF WINDOWS AND SKYLIGHTS			\$0.00	\$0	
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - EXTERIOR					
08 51 13	CURTAIN WALL	4,022	SF	\$104.00	\$418,298	
08 51 13	EXTERIOR GLAZING - STOREFRONT	2,646	SF	\$68.96	\$182,465	
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - EXTERIOR			\$10.39	\$600,763	
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - INTERIOR					
08 51 13	TRANSACTION WINDOWS- BALLISTIC RESISTANT L3	80	SF	\$300.00	\$24,000	
08 51 13	SIDELITES/ TRANSOM GLAZING	2,226	SF	\$55.00	\$122,430	
08 51 13	STANDARD INTERIOR GLAZING	1,300	SF	\$50.79	\$66,032	
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - INTERIOR			\$3.67	\$212,462	
09 20 00	MTL-STUDS, DRYWALL, LATH & PLASTER - EXTERIOR			\$0.00	\$0	

Cost Estimates 5

3

Project: El Dorado County		Design Level: Criteria Documents			
Tab Title: EDC Public Safety Building					
Location: Placerville, CA		New Construction: 57,820 sf			
Designed by: Achitectural Nexus		Renovation: 0 sf			
Tab Name: Public Safety Building - B		Total GSF: 57,820 sf			
Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
09 20 00	MTL FRAMING, DRYWALL, LATH & PLASTER - INTERIOR				
09 20 00	FURRING- INTERIOR SIDE OF EXTERIOR WALLS	17,600	SF	\$3.50	\$61,600
09 20 00	GYPSUM BOARD- INTERIOR SIDE OF EXTERIOR WALLS	17,600	SF	\$3.00	\$52,800
09 20 00	GYPSUM BOARD/ FRAMING TO CEILINGS	2,288	SF	\$10.50	\$24,024
09 20 00	GYPSUM BOARD TO FRAMED/ FURRED WALLS	124,704	SF	\$3.05	\$380,563
09 20 00	SHAFT WALLS	2,100	SF	\$12.94	\$27,183
09 20 00	FRAMED/ FURRED STUD WALLS - 4"	62,352	SF	\$7.00	\$436,464
09 20 00	MTL FRAMING, DRYWALL, LATH & PLASTER - INTERIOR			\$16.99	\$982,634
09 30 00	TILE & STONE				
09 30 00	CERAMIC TILE - FLOOR	2,532	SF	\$18.09	\$45,810
09 30 00	CERAMIC TILE- BASE	1,461	LF	\$13.24	\$19,342
09 30 00	CERAMIC TILE- WAINSCOT	8,766	SF	\$18.97	\$166,322
09 30 00	TILE & STONE			\$4.00	\$231,475
09 51 00	ACOUSTICAL SYSTEMS				
09 51 00	SUSPENDED T-BAR CEILINGS - 2X4	55,532	SF	\$4.69	\$260,196
09 51 00	ACOUSTICAL SYSTEMS			\$4.50	\$260,196
09 64 00	FLOORING AND BASE				
09 64 00	MIXED FLOORING	55,532	SF	\$5.63	\$312,576
09 64 00	FLOORING AND BASE			\$5.41	\$312,576
09 90 00	PAINTING AND WALLCOVERING				
09 90 00	PAINTING TO GYPSUM BOARD WALLS/ CEILINGS	144,592	SF	\$1.44	\$208,753
09 90 00	EXTERIOR SEALER	23,258	SF	\$1.71	\$39,774
09 90 00	PAINT TO DOORS/ FRAMES	169	EA	\$318.61	\$53,845
09 90 00	LOBBY WALL ENHANCEMENTS	1	LS	\$20,000.00	\$20,000
09 90 00	VAPOR EMISSION CONTROL SYSTEM	55,532	SF	\$5.00	\$277,660
09 90 00	PAINTING AND WALLCOVERING			\$10.38	\$600,032

5 Cost Estimates

3

<p>Project: El Dorado County</p> <p>Tab Title: EDC Public Safety Building</p> <p>Location: Placerville, CA</p> <p>Designed by: Achitectural Nexus</p> <p>Tab Name: Public Safety Building - B</p> <p>Date: June 28, 2016</p>	<p>Design Level: Criteria Documents</p> <p>New Construction: 57,820 sf</p> <p>Renovation: 0 sf</p> <p>Total GSF: 57,820 sf</p>
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TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
10 20 00	INTERIOR SPECIALTIES				
10 20 00	RAISED ACCESS FLOOR	900	SF	\$60.00	\$54,000
10 20 00	WALK-OFF MATS	120	SF	\$65.00	\$7,800
10 20 00	CPR DUMMY HOOK	1	LS	\$3,500.00	\$3,500
10 20 00	DISPLAY CASE	24	LF	\$600.00	\$14,400
10 20 00	AMMUNITION STORAGE LOCKER- 3 X 1.5 X 5.5	1	EA	\$3,500.00	\$3,500
10 20 00	LONG RIFLE STORAGE	1	EA	\$3,500.00	\$3,500
10 20 00	FLAMMABLE STORAGE CABINETS	1	LF	\$600.00	\$600
10 20 00	FLASHLIGHT RACK	12	LF	\$150.00	\$1,800
10 20 00	HAND GUN LOCKER	1	EA	\$1,000.00	\$1,000
10 20 00	LECTERN	4	EA	\$4,500.00	\$18,000
10 20 00	PROJECTOR MOUNTS	10	EA	\$1,200.00	\$12,000
10 20 00	PROJECTION SCREENS- MOTORIZED- 12' W	4	EA		SEE BELOW
10 20 00	PROJECTION SCREENS- MOTORIZED- 8' W	6	EA		SEE BELOW
10 20 00	CORNER GUARDS- S.S.	24	EA	\$225.00	\$5,400
10 20 00	TOILET ACCESSORIES	1	LS	\$50,000.00	\$50,000
10 20 00	SHOWER CURTAINS	12	EA	\$75.00	\$900
10 20 00	FIRE EXTINGUISHERS/ CABINETS	16	EA	\$500.00	\$8,000
10 20 00	MOP RACKS	4	EA	\$51.16	\$205
10 20 00	SIGNAGE	169	EA	\$67.15	\$11,348
10 20 00	BUILDING SIGNAGE	1	LS	\$6,000.00	\$6,000
10 20 00	WINDOW TREATMENTS	2,646	SF	\$10.69	\$28,289
10 20 00	MARKER/ TACK BOARDS	576	SF	\$28.29	\$16,297
10 20 00	TV BRACKETS	36	EA		SEE BELOW
10 20 00	INTERIOR SPECIALTIES			\$4.26	\$246,540
11 50 00	EQUIPMENT				
11 50 00	REFRIGERATOR	1	EA	\$2,500.00	\$2,500
11 50 00	MICROWAVE	1	EA	\$800.00	\$800
11 50 00	INSTA-HOT DISPENSER	1	EA	\$150.00	\$150
11 50 00	GARBAGE DISPOSAL	1	EA	\$285.00	\$285
11 50 00	AUDIO/ VIDEO CONFERENCE RM EQUIPMENT	9	LS		SEE BELOW
11 50 00	EQUIPMENT			\$0.06	\$3,735

Cost Estimates 5

3

Project: El Dorado County

Design Level: Criteria Documents

Tab Title: EDC Public Safety Building

Location: Placerville, CA

New Construction: 57,820 sf

Designed by: Achitectural Nexus

Renovation: 0 sf

Tab Name: Public Safety Building - B

Total GSF: 57,820 sf

Date: June 28, 2016

TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
12 40 00	FURNISHINGS				
12 40 00	LOCKERS- 2' W X 6' H	172	EA	\$950.00	\$163,400
12 40 00	EXERCISE MATS	1,200	SF	\$25.00	\$30,000
12 40 00	BENCHES- WOOD	48	LF	\$125.00	\$6,000
12 40 00	DISPATCH CENTER SYSTEMS	1	LS	\$237,900.00	\$237,900
12 40 00	RELOATE E-911 TELE EQUIPMENT - AT&T CONTRACT	1	LS		BY COUNTY
12 40 00	EOC SYSTEMS	1	LS	\$324,200.00	\$324,200
12 40 00	IT EQUIPMENT FURNISHED BY OWNER	1	LS		BY COUNTY
12 40 00	IT EQUIPMENT RACKS	1	LS	\$79,900.00	\$79,900
12 40 00	FURNISHINGS			\$14.55	\$841,400
13 30 00	SPECIAL STRUCTURES			\$0.00	\$0
14 20 22	ELEVATORS				
14 20 22	ELEVATORS - 2-STOP 3000LB (HYDRAULIC)	1	EA	\$112,875.00	\$112,875
14 20 22	ELEVATORS - 2-STOP - 6000LB (HYDRAULIC)	1	EA	\$158,025.00	\$158,025
14 20 22				\$0.00	\$0
14 20 22					
14 20 22	ELEVATORS			\$4.69	\$270,900
21 10 00	FIRE SUPPRESSION SYSTEMS				
21 10 00	FIRE PROTECTION	57,820	SF	\$4.10	\$236,821
21 10 00	FIRE PROTECTION - OXYGEN DEPRIVATION/ CLEAN AGENT TO MDF				NOT ANTICIPATED
21 10 00	FIRE PROTECTION - PRE-ACTION	500	SF	\$32.88	\$16,438
21 10 00	FIRE SUPPRESSION SYSTEMS			\$4.38	\$253,259

5 Cost Estimates

3	Project: El Dorado County				Design Level: Criteria Documents	
	Tab Title: EDC Public Safety Building					
	Location: Placerville, CA				New Construction:	57,820 sf
	Designed by: Achitectural Nexus				Renovation:	0 sf
	Tab Name: Public Safety Building - B				Total GSF:	57,820 sf
	Date: June 28, 2016					
	TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
	22 10 00	PLUMBING PIPING AND PUMPS				
	22 10 00	ROUGH IN TO PLUMBING FIXTURES	80	EA	\$4,000.00	\$320,000
	22 10 00	PLUMBING PIPING AND PUMPS			\$5.53	\$320,000
	22 30 00	PLUMBING EQUIPMENT & FIXTURES				
	22 30 00	PLUMBING FIXTURES	80	EA	\$2,607.40	\$208,592
					\$0.00	\$0
	22 30 00	PLUMBING EQUIPMENT & FIXTURES			\$3.61	\$208,592
	23 30 00	HVAC - AIR DISTRIBUTION				
	23 30 00	HVAC EQUIPMENT AND DISTRIBUTION	57,820	SF	\$36.00	\$2,081,520
					\$0.00	\$0
	23 30 00	HVAC - AIR DISTRIBUTION			\$36.00	\$2,081,520
	23 20 00	HVAC - PIPING AND PUMPS			\$0.00	\$0
	22 10 00	HVAC - GAS PIPING			\$0.00	\$0
	23 70 00	HVAC - EQUIPMENT			\$0.00	\$0
	23 08 00	HVAC - CONTROLS, BALANCING AND COMMISION				
	23 08 00	TEST AND BALANCE	57,820	SF	\$1.71	\$99,041
					\$0.00	\$0
	23 08 00	HVAC - CONTROLS, BALANCING AND COMMISION			\$1.71	\$99,041
	26 00 00	BUILDING NORMAL/ EMERGENCY POWER				
	26 00 00	BUILDING POWER	57,820	SF	\$18.00	\$1,040,760
	26 00 00	BUILDING NORMAL/ EMERGENCY POWER			\$18.00	\$1,040,760
	26 50 00	LIGHTING & LIGHTING DISTRIBUTION				
	26 50 00	LIGHTING & LIGHTING DISTRIBUTION	57,820	SF	\$15.00	\$867,300
	26 50 00	LIGHTING & LIGHTING DISTRIBUTION			\$15.00	\$867,300
	27 30 00	VOICE AND DATA COMMUNICATIONS				
	27 30 00	VOICE AND DATA COMMUNICATIONS	57,820	SF	\$9.00	\$520,380
	27 30 00	VOICE AND DATA COMMUNICATIONS			\$9.00	\$520,380
	27 40 00	AUDIO-VIDEO COMMUNICATIONS				
	27 40 00	AV SYSTEMS	57,820	SF	\$3.45	\$199,479
	27 40 00	PA SYSTEM	57,820	SF	\$0.80	\$46,256
	27 40 00	TV SYSTEMS	57,820	SF	\$0.50	\$28,910
	27 40 00	AUDIO-VIDEO COMMUNICATIONS			\$4.75	\$274,645
	27 00 00	MISC. LOW VOLTAGE SYSTEMS				
	27 00 00	ACCESS CONTROL SYSTEM	57,820	SF	\$5.00	\$289,100

Cost Estimates 5

3	Project: El Dorado County		Design Level: Criteria Documents			
	Tab Title: EDC Public Safety Building					
	Location: Placerville, CA		New Construction: 57,820 sf			
	Designed by: Achitectural Nexus		Renovation: 0 sf			
	Tab Name: Public Safety Building - B		Total GSF: 57,820 sf			
	Date: June 28, 2016					
	TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
	28 30 00	MISC. LOW VOLTAGE SYSTEMS			\$5.00	\$289,100
	28 00 00	ELECTRONIC SAFETY AND SECURITY				
	28 00 00	ELECTRONIC SAFETY AND SECURITY	57,820	SF	\$10.00	\$578,200
	28 00 00	LIGHTNING PROTECTION	57,820	SF	\$1.50	\$86,730
	28 00 00	ELECTRONIC SAFETY AND SECURITY			\$11.50	\$664,930

5 Cost Estimates

3	Project: El Dorado County				Design Level: Criteria Documents	
	Tab Title: EDC Public Safety Building					
	Location: Placerville, CA				New Construction: 57,820 sf	
	Designed by: Achitectural Nexus				Renovation: 0 sf	
	Tab Name: Public Safety Building - B				Total GSF: 57,820 sf	
	Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB	
28 30 00	FIRE ALARM SYSTEM					
28 30 00	FIRE ALARM SYSTEM	57,820	SF	\$6.00	\$346,920	
28 00 00	FIRE ALARM SYSTEM			\$6.00	\$346,920	
Total	Subtotal subcontractor cost			\$282.04	\$16,307,488	
	General Conditions	5.73%		\$16.16	\$934,327	
	General Contractor Markup	5.00%		\$14.91	\$862,091	
	General Contractor Bond & Insurance	2.00%		\$6.26	\$362,078	
	Design Builder's Risk Contingency	3.00%		\$9.58	\$553,980	
	Contractor's Design Team	6.84%		\$22.51	\$1,301,637	
	Market Bid Factor	2.80%		\$9.84	\$569,005	
	Estimating Contingency	2.75%		\$9.94	\$574,492	
	Current Construction Cost			\$371.24	\$21,465,098	

Cost Estimates 5

Project: El Dorado County				Design Level: Criteria Documents	
Tab Title: EDC Public Safety Building					
Location: Placerville, CA				New Construction: 11,728 sf	
Designed by: Achitectural Nexus				Renovation: 0 sf	
Tab Name: Evidence - A				Total GSF: 11,728 sf	
Date: May 17, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
03 30 00	FOUNDATION CONCRETE				
03 30 00	EXCAVATION TO FOOTINGS	112	CYDS	\$25.00	\$2,800
03 30 00	FOUNDATIONS - CONTINUOUS	54	CYDS	\$564.41	\$30,478
03 30 00	FOUNDATIONS - SPREAD FOOTING	58	CYDS	\$532.13	\$30,864
03 30 00	FOUNDATION CONCRETE			\$5.47	\$64,142
03 30 00	SLAB ON GRADE CONCRETE				
03 30 00	SLAB ON GRADE- 6"- COMPLETE	14,400	SF	\$10.04	\$144,521
03 30 00	SLAB ON GRADE CONCRETE			\$12.32	\$144,521
03 30 00	CONCRETE WALLS AND COLUMNS - BELOW GRADE			\$0.00	\$0
03 30 00	CONCRETE WALLS AND COLUMNS - ABOVE GRADE			\$0.00	\$0
03 30 00	ELEVATED CONCRETE SLABS AND BEAMS			\$0.00	\$0
03 30 00	MISC. CONCRETE			\$0.00	\$0
03 40 00	PRECAST CONCRETE			\$0.00	\$0
04 20 00	MASONRY - EXT. WALLS				
04 20 00	EXTERIOR FAÇADE TO MATCH CAMPUS - N., S., AND WEST	5,400	SF	\$30.00	\$162,000
04 20 00	MASONRY - EXT. WALLS			\$13.81	\$162,000
04 20 00	MASONRY - INT. WALLS			\$0.00	\$0
05 12 00	STRUCTURAL STEEL				
05 12 00	PRE-ENGINEERED BLDG - 18' EAVE HT	14,400	SF	\$22.00	\$316,800
	NOTE: INCLUDES STEEL BENTS, WALL/ ROOF PURLINS, ROOFING AND SIDING				
05 12 00	STRUCTURAL STEEL			\$27.01	\$316,800
05 50 00	MISC. METALS			\$0.00	\$0
05 51 00	STEEL STAIRS			\$0.00	\$0
06 10 00	ROUGH CARPENTRY			\$0.00	\$0
06 20 00	FINISH CARPENTRY				
06 20 00	PLYWOOD BACKBOARDS- 5/8" FIRE TREATED	64	SF	\$5.50	\$352
06 20 00	FINISH CARPENTRY			\$0.03	\$352
06 41 00	CASEWORK				
06 41 00	EVIDENCE TECH'S - MODULAR FURNISHINGS		EA		BY COUNTY
06 41 00	BRACED COUNTERTOPS- SOLID SURFACE	13	LF	\$150.00	\$1,950
06 41 00	CASEWORK			\$0.17	\$1,950
07 21 00	INSULATION - INTERIOR				
07 21 00	INSULATION TO FRAMED WALLS- ACOUSTICAL BATTS	8,576	SF	\$1.07	\$9,198
07 21 00	INSULATION - INTERIOR			\$0.78	\$9,198

5 Cost Estimates

Project: El Dorado County		Design Level: Criteria Documents			
Tab Title: EDC Public Safety Building					
Location: Placerville, CA		New Construction:	11,728 sf		
Designed by: Achitectural Nexus		Renovation:	0 sf		
Tab Name: Evidence - A		Total GSF:	11,728 sf		
Date: May 17, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
07 24 00	EXTERIOR WALL SYSTEMS AND INSULATION			\$0.00	\$0
07 81 00	FIRE PROOFING			\$0.00	\$0
07 31 00	ROOFING AND SHEET METAL				
07 31 00	METAL ROOFING	15,408	SF		BY PEB
07 31 00	ROOFING AND SHEET METAL			\$0.00	\$0
07 72 00	ROOF ACCESSORIES			\$0.00	\$0
07 92 00	SEALANTS			\$0.00	\$0
08 12 00	DOORS / FRAMES / HRDWR - EXTERIOR				
08 12 00	EXTERIOR DOOR/ FRAME/ HARDWARE- HM	3	EA	\$2,876.92	\$8,631
08 12 00	OVERHEAD DOORS- 14 X 12'-8"	3	EA	\$12,500.00	\$37,500
08 12 00	DOORS / FRAMES / HRDWR - EXTERIOR			\$3.93	\$46,131
08 12 00	DOORS / FRAMES / HRDWR - INTERIOR				
08 12 00	INTERIOR DOOR/ FRAME/ HARDWARE- HM/ SC	17	EA	\$1,676.97	\$28,508
08 12 00	DOORS / FRAMES / HRDWR - INTERIOR			\$2.43	\$28,508
07 72 00	ROOF WINDOWS AND SKYLIGHTS			\$0.00	\$0
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - EXTERIOR				
08 51 13	EXTERIOR GLAZING		SF		BY PEB
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - EXTERIOR			\$0.00	\$0
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - INTERIOR				
08 51 13	TRANSACTION WINDOWS- BALLISTIC RESISTANT L3	20	SF	\$400.00	\$8,000
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - INTERIOR			\$0.68	\$8,000
09 20 00	MTL-STUDS, DRYWALL, LATH & PLASTER - EXTERIOR			\$0.00	\$0
09 20 00	MTL FRAMING, DRYWALL, LATH & PLASTER - INTERIOR				
09 20 00	FURRING- INTERIOR SIDE OF EXTERIOR WALLS	8,100	SF	\$3.50	\$28,350
09 20 00	GYPSUM BOARD- INTERIOR SIDE OF EXTERIOR WALLS	8,100	SF	\$3.00	\$24,300
09 20 00	GYPSUM BOARD/ FRAMING TO CEILINGS	102	SF	\$10.50	\$1,071
09 20 00	GYPSUM BOARD TO FRAMED/ FURRED WALLS	17,152	SF	\$3.05	\$52,343
09 20 00	FRAMED/ FURRED STUD WALLS - 4"	8,576	SF	\$7.00	\$60,032
09 20 00	MTL FRAMING, DRYWALL, LATH & PLASTER - INTERIOR			\$14.16	\$166,096

Cost Estimates 5

Project: El Dorado County				Design Level: Criteria Documents		
Tab Title: EDC Public Safety Building				New Construction: 11,728 sf		
Location: Placerville, CA				Renovation: 0 sf		
Designed by: Achitectural Nexus				Total GSF: 11,728 sf		
Tab Name: Evidence - A						
Date: May 17, 2016						
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB	
09 30 00	TILE & STONE					
09 30 00	CERAMIC TILE - FLOOR	102	SF	\$18.09	\$1,845	
09 30 00	CERAMIC TILE- BASE	42	LF	\$13.24	\$556	
09 30 00	CERAMIC TILE- WAINSCOT	252	SF	\$18.97	\$4,781	
09 30 00	TILE & STONE			\$0.61	\$7,183	
09 51 00	ACOUSTICAL SYSTEMS					
09 51 00	SUSPENDED T-BAR CEILINGS - 2X4	2,000	SF	\$5.25	\$10,500	
09 51 00	ACOUSTICAL SYSTEMS			\$0.90	\$10,500	
09 64 00	FLOORING AND BASE					
09 64 00	MIXED FLOORING	2,000	SF	\$5.63	\$11,258	
09 64 00	SEALED CONCRETE	12,298	SF	\$2.56	\$31,474	
09 64 00	FLOORING AND BASE			\$3.64	\$42,732	
09 90 00	PAINING AND WALLCOVERING					
09 90 00	PAINING TO GYPSUM BOARD WALLS/ CEILINGS	25,354	SF	\$1.44	\$36,605	
09 90 00	PAINT TO DOORS/ FRAMES	20	EA	\$318.61	\$6,372	
09 90 00	VAPOR EMISSION CONTROL SYSTEM	2,000	SF	\$5.00	\$10,000	
09 90 00	PAINING AND WALLCOVERING			\$4.52	\$52,977	

5 Cost Estimates

Project: El Dorado County				Design Level: Criteria Documents		
Tab Title: EDC Public Safety Building						
Location: Placerville, CA				New Construction: 11,728 sf		
Designed by: Achitectural Nexus				Renovation: 0 sf		
Tab Name: Evidence - A				Total GSF: 11,728 sf		
Date: May 17, 2016						
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB	
10 20 00	INTERIOR SPECIALTIES					
10 20 00	BALLISTIC RESISTANT PANELING- LEVEL 3	80	SF	\$45.00	\$3,600	
10 20 00	CSI LAB - ALLOW	447	SF	\$150.00	\$67,050	
10 20 00	WALK-OFF MATS	48	SF	\$65.00	\$3,120	
10 20 00	AMMUNITION STORAGE LOCKER- 3 X 1.5 X 5.5	5	EA	\$3,500.00	\$17,500	
10 20 00	LONG RIFLE STORAGE	2	EA	\$3,500.00	\$7,000	
10 20 00	HAND GUN LOCKER	6	EA	\$1,000.00	\$6,000	
10 20 00	EVIDENCE LOCKERS - REFRIGERATED	16	LF	\$1,500.00	\$24,000	
10 20 00	EVIDENCE LOCKERS	12	LF	\$750.00	\$9,000	
10 20 00	GRAB BARS	1	PR	\$343.75	\$344	
10 20 00	SOAP DISPENSER	1	EA	\$115.23	\$115	
10 20 00	PAPER TOWEL DISPENSER	1	EA	\$289.31	\$289	
10 20 00	TOILET PAPER DISPENSER	1	EA	\$99.27	\$99	
10 20 00	MIRRORS	1	EA	\$96.71	\$97	
10 20 00	SANITARY NAPKIN DISPOSAL	1	EA	\$55.00	\$55	
10 20 00	FIRE EXTINGUISHERS/ CABINETS	4	EA	\$500.00	\$2,000	
10 20 00	MOP RACKS	1	EA	\$51.16	\$51	
10 20 00	SIGNAGE	20	EA	\$67.15	\$1,343	
10 20 00	HIGH BAY STORAGE RACKS	1,050	LF		FFE	
10 20 00	WALK IN REFRIGERATOR	564	SF	\$205.57	\$115,940	
10 20 00	INTERIOR SPECIALTIES			\$21.96	\$257,604	
11 50 00	EQUIPMENT					
11 50 00	2 POST VEHICLE LIFT	1	EA	\$13,500.00	\$13,500	
11 50 00	EQUIPMENT			\$1.15	\$13,500	
12 40 00	FURNISHINGS			\$0.00	\$0	
13 30 00	SPECIAL STRUCTURES					
13 30 00	BUILD OUT CRIME LAB (CASEWORK, FUME HOOD, GAS, ETI	450	SF	\$125.00	\$56,250	
13 30 00	SECURE WEAPON STORAGE (WALLS/ CEILING)	500	SF	\$150.00	\$75,000	
13 30 00						
13 30 00	SPECIAL STRUCTURES			\$11.19	\$131,250	
21 10 00	FIRE SUPPRESSION SYSTEMS					
21 10 00	FIRE PROTECTION	11,728	SF	\$4.10	\$48,036	
21 10 00	FIRE SUPPRESSION SYSTEMS			\$4.10	\$48,036	

Cost Estimates 5

Project: El Dorado County		Design Level: Criteria Documents			
Tab Title: EDC Public Safety Building		New Construction: 11,728 sf			
Location: Placerville, CA		Renovation: 0 sf			
Designed by: Achitectural Nexus		Total GSF: 11,728 sf			
Tab Name: Evidence - A					
Date: May 17, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
22 10 00	PLUMBING PIPING AND PUMPS				
22 10 00	ROUGH IN TO PLUMBING FIXTURES	8	EA	\$4,000.00	\$32,000
22 10 00	PLUMBING PIPING AND PUMPS			\$2.73	\$32,000
22 30 00	PLUMBING EQUIPMENT & FIXTURES				
22 30 00	PLUMBING FIXTURES	8	EA	\$2,607.40	\$20,859
				\$0.00	\$0
22 30 00	PLUMBING EQUIPMENT & FIXTURES			\$1.78	\$20,859
23 30 00	HVAC - AIR DISTRIBUTION				
23 30 00	HVAC EQUIPMENT AND DISTRIBUTION	11,728	SF	\$16.00	\$187,648
				\$0.00	\$0
23 30 00	HVAC - AIR DISTRIBUTION			\$16.00	\$187,648
23 20 00	HVAC - PIPING AND PUMPS			\$0.00	\$0
22 10 00	HVAC - GAS PIPING			\$0.00	\$0
23 70 00	HVAC - EQUIPMENT			\$0.00	\$0
23 08 00	HVAC - CONTROLS, BALANCING AND COMMISSION				
23 08 00	TEST AND BALANCE	11,728	SF	\$1.71	\$20,089
				\$0.00	\$0
23 08 00	HVAC - CONTROLS, BALANCING AND COMMISSION			\$1.71	\$20,089
26 00 00	BUILDING NORMAL/ EMERGENCY POWER				
26 00 00	BUILDING POWER	11,728	SF	\$8.00	\$93,824
26 00 00	BUILDING NORMAL/ EMERGENCY POWER			\$8.00	\$93,824
26 50 00	LIGHTING & LIGHTING DISTRIBUTION				
26 50 00	LIGHTING & LIGHTING DISTRIBUTION	11,728	SF	\$10.00	\$117,280
26 50 00	LIGHTING & LIGHTING DISTRIBUTION			\$10.00	\$117,280
27 30 00	VOICE AND DATA COMMUNICATIONS				
27 30 00	VOICE AND DATA COMMUNICATIONS	11,728	SF	\$2.00	\$23,456
27 30 00	VOICE AND DATA COMMUNICATIONS			\$2.00	\$23,456
27 40 00	AUDIO-VIDEO COMMUNICATIONS				
27 40 00	PA SYSTEM	11,728	SF	\$0.50	\$5,864
27 40 00	AUDIO-VIDEO COMMUNICATIONS			\$0.50	\$5,864
27 00 00	MISC. LOW VOLTAGE SYSTEMS				
27 00 00	ACCESS CONTROL SYSTEM	11,728	SF	\$3.00	\$35,184
28 30 00	MISC. LOW VOLTAGE SYSTEMS			\$3.00	\$35,184

5 Cost Estimates

Project: El Dorado County		Design Level: Criteria Documents			
Tab Title: EDC Public Safety Building		New Construction: 11,728 sf			
Location: Placerville, CA		Renovation: 0 sf			
Designed by: Achitectural Nexus		Total GSF: 11,728 sf			
Tab Name: Evidence - A					
Date: May 17, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
28 00 00	ELECTRONIC SAFETY AND SECURITY				
28 00 00	ELECTRONIC SAFETY AND SECURITY	11,728	SF	\$5.00	\$58,640
28 00 00	ELECTRONIC SAFETY AND SECURITY			\$5.00	\$58,640
28 30 00	FIRE ALARM SYSTEM				
28 30 00	FIRE ALARM SYSTEM	11,728	SF	\$3.00	\$35,184
28 00 00	FIRE ALARM SYSTEM			\$3.00	\$35,184
Total	Subtotal subcontractor cost			\$182.60	\$2,141,508
	General Conditions	5.37%		\$9.81	\$115,105
	General Contractor Markup	5.00%		\$9.62	\$112,831
	General Contractor Bond & Insurance	2.00%		\$4.04	\$47,389
	Design Builder's Risk Contingency	3.00%		\$6.18	\$72,505
	Contractor's Design Team	6.88%		\$14.60	\$171,252
	Market Bid Factor	2.80%		\$6.35	\$74,497
	Estimating Contingency	3.00%		\$7.00	\$82,053
	Current Construction Cost			\$240.21	\$2,817,140

Cost Estimates 5

Project: El Dorado County				Design Level: Criteria Documents	
Tab Title: EDC Public Safety Building					
Location: Placerville, CA				New Construction: 3,993 sf	
Designed by: Achitectural Nexus				Renovation: 0 sf	
Tab Name: Morgue				Total GSF: 3,993 sf	
Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
03 30 00	FOUNDATION CONCRETE				
03 30 00	EXCAVATION TO FOOTINGS	68	CYDS	\$25.00	\$1,700
03 30 00	FOUNDATIONS - CONTINUOUS	62	CYDS	\$564.41	\$34,993
03 30 00	FOUNDATIONS - SPREAD FOOTING	2	CYDS	\$532.13	\$1,064
03 30 00	BODY LIFT/ SCALE PIT	1	LOT	\$12,000.00	\$12,000
03 30 00	FOUNDATION CONCRETE			\$12.46	\$49,758
03 30 00	SLAB ON GRADE CONCRETE				
03 30 00	SLAB ON GRADE- 6"- COMPLETE	3,993	SF	\$10.04	\$40,075
03 30 00	SLAB ON GRADE CONCRETE			\$10.04	\$40,075
03 30 00	CONCRETE WALLS AND COLUMNS - BELOW GRADE			\$0.00	\$0
03 30 00	CONCRETE WALLS AND COLUMNS - ABOVE GRADE			\$0.00	\$0
03 30 00	ELEVATED CONCRETE SLABS AND BEAMS			\$0.00	\$0
03 30 00	MISC. CONCRETE			\$0.00	\$0
03 40 00	PRECAST CONCRETE			\$0.00	\$0
04 20 00	MASONRY - EXT. WALLS			\$0.00	\$0
04 20 00	MASONRY - INT. WALLS				
04 20 00	CMU WALLS- 8"	4,088	SF	\$34.20	\$139,816
04 20 00	MASONRY - INT. WALLS			\$35.02	\$139,816
05 12 00	STRUCTURAL STEEL				
05 12 00	TS COLUMNS	0	TONS	\$5,081.13	\$1,016
05 12 00	OWJ TO ROOF	3,993	SF	\$16.81	\$67,132
05 12 00	CHANNEL/ ANGLE LEDGER	6,400	LBS	\$3.91	\$25,012
05 12 00	ANCHOR BOLTS	306	EA	\$31.56	\$9,658
05 12 00	3.25" CONCRETE O/ 2" METAL ROOF DECK	3,993	SF	\$14.78	\$58,998
05 12 00	BASE CONNECTIONS	1	LOC	\$532.62	\$533
05 12 00	MISC. STEEL CONNECTIONS/ ANCHORS/ SUPPORT	1	LS	\$18,325.15	\$18,325
05 12 00	STRUCTURAL STEEL			\$45.25	\$180,674
05 50 00	MISC. METALS			\$0.00	\$0
05 51 00	STEEL STAIRS				
05 51 00	ROOF ACCESS LADDER	16	VLF	\$152.39	\$2,438
05 51 00	ROOF ACCESS HATCH	1	EA	\$1,500.00	\$1,500
05 51 00					
05 51 00	STEEL STAIRS			\$0.99	\$3,938
06 10 00	ROUGH CARPENTRY			\$0.00	\$0

5 Cost Estimates

Project: El Dorado County				Design Level: Criteria Documents		
Tab Title: EDC Public Safety Building						
Location: Placerville, CA				New Construction: 3,993 sf		
Designed by: Achitectoral Nexus				Renovation: 0 sf		
Tab Name: Morgue				Total GSF: 3,993 sf		
Date: June 28, 2016						
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB	
06 20 00	FINISH CARPENTRY					
06 20 00	PLYWOOD BACKBOARDS- 5/8" FIRE TREATED	64	SF	\$5.50	\$352	
06 20 00	FINISH CARPENTRY			\$0.09	\$352	
06 41 00	CASEWORK					
06 41 00	BASE CABINET W. SOLID SURFACE COUNTERTOPS	3,993	SF	\$5.00	\$19,965	
06 41 00	CASEWORK			\$5.00	\$19,965	
07 21 00	INSULATION - INTERIOR					
07 21 00	INSULATION TO FRAMED WALLS- ACOUSTICAL BATTS		SF	\$0.00	\$0	
07 21 00	INSULATION - INTERIOR			\$0.00	\$0	
07 24 00	EXTERIOR WALL SYSTEMS AND INSULATION			\$0.00	\$0	
07 81 00	FIRE PROOFING			\$0.00	\$0	
07 31 00	ROOFING AND SHEET METAL					
07 31 00	SINGLE PLY ROOF - 80MIL	4,911	SF	\$4.98	\$24,448	
07 31 00	RIGID INSULATION	3,993	SF	\$5.17	\$20,640	
07 31 00	FASCIA	306	LF	\$28.04	\$8,579	
07 31 00	ROOFING AND SHEET METAL			\$13.44	\$53,667	
07 72 00	ROOF ACCESSORIES					
07 72 00	MISC. ROOF ACCESSORIES	3,993	SF	\$0.98	\$3,933	
07 72 00	BUILDING HUNG CANOPIES	900	SF	\$50.00	\$45,000	
07 72 00	ROOF ACCESSORIES			\$12.25	\$48,933	
07 92 00	SEALANTS					
07 92 00	CAULKING AND SEALANTS	3,993	SF	\$1.90	\$7,588	
07 92 00	SEALANTS			\$1.90	\$7,588	
08 12 00	DOORS / FRAMES / HRDWR - EXTERIOR					
08 12 00	EXTERIOR DOOR/ FRAME/ HARDWARE- HM	4	EA	\$2,876.92	\$11,508	
08 12 00	DOORS / FRAMES / HRDWR - EXTERIOR			\$2.88	\$11,508	
08 12 00	DOORS / FRAMES / HRDWR - INTERIOR					
08 12 00	INTERIOR DOOR/ FRAME/ HARDWARE- HM/ SC	15	EA	\$1,676.97	\$25,154	
08 12 00	DOORS / FRAMES / HRDWR - INTERIOR			\$6.30	\$25,154	
07 72 00	ROOF WINDOWS AND SKYLIGHTS			\$0.00	\$0	

Cost Estimates 5

Project: El Dorado County		Design Level: Criteria Documents			
Tab Title: EDC Public Safety Building					
Location: Placerville, CA		New Construction:	3,993 sf		
Designed by: Achitectural Nexus		Renovation:	0 sf		
Tab Name: Morgue		Total GSF:	3,993 sf		
Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - EXTERIOR				
08 51 13	EXTERIOR GLAZING - STOREFRONT	200	SF	\$68.96	\$13,792
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - EXTERIOR			\$3.45	\$13,792
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - INTERIOR				
08 51 13	SIDELITES/ TRANSOM GLAZING	60	SF	\$55.00	\$3,300
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - INTERIOR			\$0.83	\$3,300
09 20 00	MTL-STUDS, DRYWALL, LATH & PLASTER - EXTERIOR			\$0.00	\$0
09 20 00	MTL FRAMING, DRYWALL, LATH & PLASTER - INTERIOR				
09 20 00	FURRING- INTERIOR SIDE OF EXTERIOR WALLS	4,088	SF	\$3.50	\$14,308
09 20 00	GYPSUM BOARD- INTERIOR SIDE OF EXTERIOR WALLS	4,088	SF	\$3.00	\$12,264
09 20 00	GYPSUM BOARD/ FRAMING TO CEILINGS	500	SF	\$10.50	\$5,250
09 20 00	GYPSUM BOARD TO FRAMED/ FURRED WALLS	9,888	SF	\$3.05	\$30,176
09 20 00	FRAMED/ FURRED STUD WALLS - 4"	4,944	SF	\$7.00	\$34,608
09 20 00	MTL FRAMING, DRYWALL, LATH & PLASTER - INTERIOR			\$24.19	\$96,606
09 30 00	TILE & STONE				
09 30 00	CERAMIC TILE - FLOOR	425	SF	\$18.09	\$7,689
09 30 00	CERAMIC TILE- BASE	144	LF	\$13.24	\$1,906
09 30 00	CERAMIC TILE- WAINSCOT	864	SF	\$18.97	\$16,393
09 30 00	TILE & STONE			\$6.51	\$25,989
09 51 00	ACOUSTICAL SYSTEMS				
09 51 00	VENTILATED CEILINGS	3,186	SF	\$25.03	\$79,738
09 51 00	ACOUSTICAL SYSTEMS			\$19.97	\$79,738
09 64 00	FLOORING AND BASE				
09 64 00	MIXED FLOORING	2,804	SF	\$5.63	\$15,783
09 64 00	FLOORING AND BASE			\$3.95	\$15,783
09 90 00	PAINTING AND WALLCOVERING				
09 90 00	PAINTING TO GYPSUM BOARD WALLS/ CEILINGS	10,388	SF	\$1.44	\$14,998
09 90 00	EXTERIOR SEALER	4,088	SF	\$1.71	\$6,991
09 90 00	PAIN TO DOORS/ FRAMES	19	EA	\$318.61	\$6,054
09 90 00	VAPOR EMISSION CONTROL SYSTEM	2,804	SF	\$5.00	\$14,020
09 90 00	PAINTING AND WALLCOVERING			\$10.53	\$42,062

5 Cost Estimates

Project: El Dorado County					Design Level: Criteria Documents	
Tab Title: EDC Public Safety Building						
Location: Placerville, CA					New Construction: 3,993 sf	
Designed by: Achitectural Nexus					Renovation: 0 sf	
Tab Name: Morgue					Total GSF: 3,993 sf	
Date: June 28, 2016						
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB	
10 20 00	INTERIOR SPECIALTIES					
10 20 00	FIRE EXTINGUISHERS/ CABINETS	3	EA	\$500.00	\$1,500	
10 20 00	SIGNAGE	19	EA	\$67.15	\$1,276	
10 20 00	BUILDING SIGNAGE	1	LS	\$1,500.00	\$1,500	
10 20 00	TV BRACKETS	4	EA		SEE BELOW	
10 20 00	INTERIOR SPECIALTIES			\$1.07	\$4,276	
11 50 00	EQUIPMENT					
11 50 00	WALK IN COOLERS	382	SF	\$437.00	\$166,934	
11 50 00	EQUIPMENT			\$41.81	\$166,934	
12 40 00	FURNISHINGS					
12 40 00	LOCKERS- 2' W X 6' H	12	EA	\$950.00	\$11,400	
12 40 00	LOCKERS- 3 TIER		EA	\$0.00	\$0	
12 40 00	COMPRESSED AIR/ MEDICAL GAS ROUGH IN	1	LOT	\$25,000.00	\$25,000	
12 40 00	AUTOPSY GROSSING STATIONS/ BODY LIFT - ONLY	1	LOT	\$67,940.00	\$67,940	
12 40 00	FURNISHINGS			\$26.13	\$104,340	
13 30 00	SPECIAL STRUCTURES			\$0.00	\$0	
21 10 00	FIRE SUPPRESSION SYSTEMS					
21 10 00	FIRE PROTECTION	3,993	SF	\$4.10	\$16,355	
21 10 00	FIRE SUPPRESSION SYSTEMS			\$4.10	\$16,355	
22 10 00	PLUMBING PIPING AND PUMPS					
22 10 00	ROUGH IN TO PLUMBING FIXTURES	16	EA	\$8,000.00	\$128,000	
22 10 00	PLUMBING PIPING AND PUMPS			\$32.06	\$128,000	
22 30 00	PLUMBING EQUIPMENT & FIXTURES					
22 30 00	PLUMBING FIXTURES	16	EA	\$2,607.40	\$41,718	
				\$0.00	\$0	
22 30 00	PLUMBING EQUIPMENT & FIXTURES			\$10.45	\$41,718	
23 30 00	HVAC - AIR DISTRIBUTION					
23 30 00	HVAC EQUIPMENT AND DISTRIBUTION	3,993	SF	\$60.00	\$239,580	
				\$0.00	\$0	
23 30 00	HVAC - AIR DISTRIBUTION			\$60.00	\$239,580	
23 20 00	HVAC - PIPING AND PUMPS			\$0.00	\$0	
22 10 00	HVAC - GAS PIPING			\$0.00	\$0	
23 70 00	HVAC - EQUIPMENT			\$0.00	\$0	

Cost Estimates 5

Project: El Dorado County		Design Level: Criteria Documents			
Tab Title: EDC Public Safety Building					
Location: Placerville, CA		New Construction: 3,993 sf			
Designed by: Achitectural Nexus		Renovation: 0 sf			
Tab Name: Morgue		Total GSF: 3,993 sf			
Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
23 08 00	HVAC - CONTROLS, BALANCING AND COMMISSION				
23 08 00	TEST AND BALANCE	3,993	SF	\$1.71	\$6,840
				\$0.00	\$0
23 08 00	HVAC - CONTROLS, BALANCING AND COMMISSION			\$1.71	\$6,840
26 00 00	BUILDING NORMAL/ EMERGENCY POWER				
26 00 00	BUILDING POWER	3,993	SF	\$18.00	\$71,874
26 00 00	BUILDING NORMAL/ EMERGENCY POWER			\$18.00	\$71,874
26 50 00	LIGHTING & LIGHTING DISTRIBUTION				
26 50 00	LIGHTING & LIGHTING DISTRIBUTION	3,993	SF	\$15.00	\$59,895
26 50 00	LIGHTING & LIGHTING DISTRIBUTION			\$15.00	\$59,895
27 30 00	VOICE AND DATA COMMUNICATIONS				
27 30 00	VOICE AND DATA COMMUNICATIONS	3,993	SF	\$6.00	\$23,958
27 30 00	VOICE AND DATA COMMUNICATIONS			\$6.00	\$23,958
27 40 00	AUDIO-VIDEO COMMUNICATIONS				
27 40 00	A/V SYSTEMS		SF	\$0.00	\$0
27 40 00	PA SYSTEM	3,993	SF	\$0.80	\$3,194
27 40 00	TV SYSTEMS	3,993	SF	\$0.50	\$1,997
27 40 00	AUDIO-VIDEO COMMUNICATIONS			\$1.30	\$5,191
27 00 00	MISC. LOW VOLTAGE SYSTEMS				
27 00 00	ACCESS CONTROL SYSTEM	3,993	SF	\$5.00	\$19,965
28 30 00	MISC. LOW VOLTAGE SYSTEMS			\$5.00	\$19,965
28 00 00	ELECTRONIC SAFETY AND SECURITY				
28 00 00	ELECTRONIC SAFETY AND SECURITY	3,993	SF	\$5.00	\$19,965
28 00 00	ELECTRONIC SAFETY AND SECURITY			\$5.00	\$19,965
28 30 00	FIRE ALARM SYSTEM				
28 30 00	FIRE ALARM SYSTEM	3,993	SF	\$6.00	\$23,958
28 00 00	FIRE ALARM SYSTEM			\$6.00	\$23,958
Total	Subtotal subcontractor cost			\$448.67	\$1,791,545

5 Cost Estimates

Project: El Dorado County		Design Level: Criteria Documents			
Tab Title: EDC Public Safety Building					
Location: Placerville, CA		New Construction:		3,993 sf	
Designed by: Achitectural Nexus		Renovation:		0 sf	
Tab Name: Morgue		Total GSF:		3,993 sf	
Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
	General Conditions	5.73%		\$25.71	\$102,645
	General Contractor Markup	5.00%		\$23.72	\$94,709
	General Contractor Bond & Insurance	2.00%		\$9.96	\$39,778
	Design Builder's Risk Contingency	3.00%		\$15.24	\$60,860
	Contractor's Design Team	6.84%		\$35.81	\$142,998
	Market Bid Factor	2.80%		\$15.66	\$62,511
	Estimating Contingency	2.75%		\$15.81	\$63,114
Current Construction Cost				\$590.57	\$2,358,160

Cost Estimates 5

Project: El Dorado County		Design Level: Criteria Documents			
Tab Title: EDC Public Safety Building					
Location: Placerville, CA		New Construction: 12,933 sf			
Designed by: Achitectural Nexus		Renovation: 0 sf			
Tab Name: Training Bldg - B		Total GSF: 12,933 sf			
Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
03 30 00	FOUNDATION CONCRETE				
03 30 00	EXCAVATION TO FOOTINGS	111	CYDS	\$25.00	\$2,780
03 30 00	FOUNDATIONS - CONTINUOUS	67	CYDS	\$564.41	\$37,928
03 30 00	FOUNDATIONS - SPREAD FOOTING	44	CYDS	\$532.13	\$23,414
03 30 00	FOUNDATION CONCRETE			\$4.96	\$64,122
03 30 00	SLAB ON GRADE CONCRETE				
03 30 00	SLAB ON GRADE- 6"- COMPLETE	12,800	SF	\$10.04	\$128,463
03 30 00	SLAB ON GRADE CONCRETE			\$9.93	\$128,463
03 30 00	CONCRETE WALLS AND COLUMNS - BELOW GRADE			\$0.00	\$0
03 30 00	CONCRETE WALLS AND COLUMNS - ABOVE GRADE			\$0.00	\$0
03 30 00	ELEVATED CONCRETE SLABS AND BEAMS			\$0.00	\$0
03 30 00	MISC. CONCRETE			\$0.00	\$0
03 40 00	PRECAST CONCRETE			\$0.00	\$0
04 20 00	MASONRY - EXT. WALLS				
04 20 00	EXTERIOR FAÇADE TO MATCH CAMPUS - N. ELEV. ONLY - 4'H	960	SF	\$30.00	\$28,800
04 20 00	MASONRY - EXT. WALLS			\$2.23	\$28,800
04 20 00	MASONRY - INT. WALLS			\$0.00	\$0
05 12 00	STRUCTURAL STEEL				
05 12 00	PRE-ENGINEERED BLDG - 14' EAVE HT	12,800	SF	\$18.00	\$230,400
	NOTE: INCLUDES STEEL BENTS, WALL/ ROOF PURLINS, ROOFING AND SIDING				
05 12 00	STRUCTURAL STEEL			\$17.81	\$230,400
05 50 00	MISC. METALS			\$0.00	\$0
05 51 00	STEEL STAIRS			\$0.00	\$0
06 10 00	ROUGH CARPENTRY			\$0.00	\$0
06 20 00	FINISH CARPENTRY				
06 20 00	PLYWOOD BACKBOARDS- 5/8" FIRE TREATED	32	SF	\$5.50	\$176
06 20 00	FINISH CARPENTRY			\$0.01	\$176
06 41 00	CASEWORK				
06 41 00	BASE CABINET W. SOLID SURFACE COUNTERTOPS	12,933	SF	\$4.00	\$51,732
06 41 00	CASEWORK			\$4.00	\$51,732
07 21 00	INSULATION - INTERIOR				
07 21 00	INSULATION TO FRAMED WALLS- ACOUSTICAL BATTS	11,760	SF	\$1.07	\$12,613
07 21 00	INSULATION - INTERIOR			\$0.98	\$12,613

5 Cost Estimates

Project: El Dorado County				Design Level: Criteria Documents	
Tab Title: EDC Public Safety Building					
Location: Placerville, CA				New Construction: 12,933 sf	
Designed by: Achitectural Nexus				Renovation: 0 sf	
Tab Name: Training Bldg - B				Total GSF: 12,933 sf	
Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
07 24 00	EXTERIOR WALL SYSTEMS AND INSULATION			\$0.00	\$0
07 81 00	FIRE PROOFING			\$0.00	\$0
07 31 00	ROOFING AND SHEET METAL				
07 31 00	METAL ROOFING	13,696	SF		BY PEB
07 31 00	ROOFING AND SHEET METAL			\$0.00	\$0
07 72 00	ROOF ACCESSORIES			\$0.00	\$0
07 92 00	SEALANTS			\$0.00	\$0
08 12 00	DOORS / FRAMES / HRDWR - EXTERIOR				
08 12 00	EXTERIOR DOOR/ FRAME/ HARDWARE- HM	8	EA	\$2,876.92	\$23,015
08 12 00	OVERHEAD DOORS- 14 X 12'-8"	3	EA	\$14,000.00	\$42,000
08 12 00	DOORS / FRAMES / HRDWR - EXTERIOR			\$5.03	\$65,015
08 12 00	DOORS / FRAMES / HRDWR - INTERIOR				
08 12 00	INTERIOR DOOR/ FRAME/ HARDWARE- HM/ SC	39	EA	\$1,676.97	\$65,402
08 12 00	DOORS / FRAMES / HRDWR - INTERIOR			\$5.06	\$65,402
07 72 00	ROOF WINDOWS AND SKYLIGHTS			\$0.00	\$0
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - EXTERIOR				
08 51 13	EXTERIOR GLAZING	300	SF		BY PEB
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - EXTERIOR			\$0.00	\$0
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - INTERIOR				
08 51 13	TRANSACTION WINDOWS- BALLISTIC RESISTANT L3	0	SF	\$0.00	\$0
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - INTERIOR			\$0.00	\$0
09 20 00	MTL-STUDS, DRYWALL, LATH & PLASTER - EXTERIOR			\$0.00	\$0
09 20 00	MTL FRAMING, DRYWALL, LATH & PLASTER - INTERIOR				
09 20 00	FURRING- INTERIOR SIDE OF EXTERIOR WALLS	504	SF	\$3.50	\$1,764
09 20 00	GYPSUM BOARD- INTERIOR SIDE OF EXTERIOR WALLS	504	SF	\$3.00	\$1,512
09 20 00	GYPSUM BOARD/ FRAMING TO CEILINGS	304	SF	\$10.50	\$3,192
09 20 00	GYPSUM BOARD TO FRAMED/ FURRED WALLS	23,520	SF	\$3.05	\$71,777
09 20 00	CHAIN LINK PARTITIONS	1,890	SF	\$12.94	\$24,464
09 20 00	FRAMED/ FURRED STUD WALLS - 4"	11,760	SF	\$7.00	\$82,320
09 20 00	MTL FRAMING, DRYWALL, LATH & PLASTER - INTERIOR			\$14.31	\$185,029

Cost Estimates 5

Project: El Dorado County				Design Level: Criteria Documents		
Tab Title: EDC Public Safety Building						
Location: Placerville, CA				New Construction: 12,933 sf		
Designed by: Achitectural Nexus				Renovation: 0 sf		
Tab Name: Training Bldg - B				Total GSF: 12,933 sf		
Date: June 28, 2016						
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB	
09 30 00	TILE & STONE					
09 30 00	CERAMIC TILE - FLOOR	360	SF	\$18.09	\$6,513	
09 30 00	CERAMIC TILE- BASE	110	LF	\$13.24	\$1,456	
09 30 00	CERAMIC TILE- WAINSCOT	660	SF	\$18.97	\$12,523	
09 30 00	TILE & STONE			\$1.58	\$20,492	
09 51 00	ACOUSTICAL SYSTEMS					
09 51 00	SUSPENDED T-BAR CEILINGS - 2X4	2,000	SF	\$5.25	\$10,500	
09 51 00	ACOUSTICAL SYSTEMS			\$0.81	\$10,500	
09 64 00	FLOORING AND BASE					
09 64 00	MIXED FLOORING	2,000	SF	\$5.63	\$11,258	
09 64 00	SEALED CONCRETE	10,440	SF	\$2.56	\$26,719	
09 64 00	FLOORING AND BASE			\$2.94	\$37,977	
09 90 00	PAINTING AND WALLCOVERING					
09 90 00	PAINTING TO GYPSUM BOARD WALLS/ CEILINGS	24,328	SF	\$1.44	\$35,123	
09 90 00	PAINT TO DOORS/ FRAMES	47	EA	\$318.61	\$14,975	
09 90 00	VAPOR EMISSION CONTROL SYSTEM	2,000	SF	\$5.00	\$10,000	
09 90 00	PAINTING AND WALLCOVERING			\$4.65	\$60,098	
10 20 00	INTERIOR SPECIALTIES					
10 20 00	GRAB BARS	2	PR	\$343.75	\$687	
10 20 00	SOAP DISPENSER	2	EA	\$115.23	\$230	
10 20 00	PAPER TOWEL DISPENSER	2	EA	\$289.31	\$579	
10 20 00	TOILET PAPER DISPENSER	2	EA	\$99.27	\$199	
10 20 00	MIRRORS	2	EA	\$96.71	\$193	
10 20 00	SANITARY NAPKIN DISPOSAL	1	EA	\$55.00	\$55	
10 20 00	FIRE EXTINGUISHERS/ CABINETS	6	EA	\$500.00	\$3,000	
10 20 00	MOP RACKS	1	EA	\$51.16	\$51	
10 20 00	SIGNAGE	47	EA	\$67.15	\$3,156	
10 20 00	HIGH BAY STORAGE RACKS	0	LF	\$0.00	\$0	
10 20 00	WALK IN REFRIGERATOR	0	SF	\$0.00	\$0	
10 20 00	INTERIOR SPECIALTIES			\$0.63	\$8,151	

5 Cost Estimates

Project: El Dorado County				Design Level: Criteria Documents	
Tab Title: EDC Public Safety Building					
Location: Placerville, CA				New Construction: 12,933 sf	
Designed by: Achitectoral Nexus				Renovation: 0 sf	
Tab Name: Training Bldg - B				Total GSF: 12,933 sf	
Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
11 50 00	EQUIPMENT				
11 50 00	BREAK ROOM EQUIPMENT	1	LS	\$5,327.26	\$5,327
11 50 00	FARADAY CAGE	1	LS	\$28,861.70	\$28,862
11 50 00	CONFERENCE ROOM EQUIPMENT	1	LS	\$10,000.00	\$10,000
11 50 00	TIRE STORAGE RACKS- 6' H	20	LF	\$95.00	\$1,900
11 50 00	PARTS WASHER- 30 GALLON	1	EA	\$750.00	\$750
11 50 00	INDUSTRIAL HOSE REEL	4	EA	\$8,500.00	\$34,000
11 50 00	WASTE OIL CONTAINMENT TANK- 275 GALLONS	1	EA	\$2,500.00	\$2,500
11 50 00	ICE MAKER- MANITOWOC S-1400	1	EA	\$8,500.00	\$8,500
11 50 00	AIR COMPRESSOR- DUPLEX 7.5 HP 80 GALLON	1	EA	\$7,500.00	\$7,500
11 50 00	2 POST VEHICLE LIFT	2	EA	\$13,500.00	\$27,000
11 50 00	WASH BAY EQUIPMENT - PRESSURE WASHER SYSTEM	1	LS	\$25,000.00	\$25,000
11 50 00	WASH BAY EQUIPMENT - WASH WATER RECYCLE SYSTEM	1	LS	\$48,840.00	\$48,840
11 50 00	TIRE CHANGER	1	EA	\$9,500.00	\$9,500
11 50 00	TIRE BALANCER	1	EA	\$5,000.00	\$5,000
11 50 00	VEHICLE EXHAUST EXTRACTION SYSTEM	2	EA	\$7,500.00	\$15,000
11 50 00	EQUIPMENT			\$17.76	\$229,679
12 40 00	FURNISHINGS			\$0.00	\$0
13 30 00	SPECIAL STRUCTURES			\$0.00	\$0
21 10 00	FIRE SUPPRESSION SYSTEMS				
21 10 00	FIRE PROTECTION	12,933	SF	\$4.10	\$52,971
21 10 00	FIRE SUPPRESSION SYSTEMS			\$4.10	\$52,971
22 10 00	PLUMBING PIPING AND PUMPS				
22 10 00	ROUGH IN TO PLUMBING FIXTURES	16	EA	\$4,000.00	\$64,000
22 10 00	PLUMBING PIPING AND PUMPS			\$4.95	\$64,000
22 30 00	PLUMBING EQUIPMENT & FIXTURES				
22 30 00	PLUMBING FIXTURES	16	EA	\$2,607.40	\$41,718
				\$0.00	\$0
22 30 00	PLUMBING EQUIPMENT & FIXTURES			\$3.23	\$41,718
23 30 00	HVAC - AIR DISTRIBUTION				
23 30 00	HVAC EQUIPMENT AND DISTRIBUTION	12,933	SF	\$25.00	\$323,325
				\$0.00	\$0
23 30 00	HVAC - AIR DISTRIBUTION			\$25.00	\$323,325
23 20 00	HVAC - PIPING AND PUMPS			\$0.00	\$0
22 10 00	HVAC - GAS PIPING			\$0.00	\$0
23 70 00	HVAC - EQUIPMENT			\$0.00	\$0

Cost Estimates 5

Project: El Dorado County				Design Level: Criteria Documents	
Tab Title: EDC Public Safety Building					
Location: Placerville, CA				New Construction: 12,933 sf	
Designed by: Achitectural Nexus				Renovation: 0 sf	
Tab Name: Training Bldg - B				Total GSF: 12,933 sf	
Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
23 08 00	HVAC - CONTROLS, BALANCING AND COMMISION				
23 08 00	TEST AND BALANCE	12,933	SF	\$1.71	\$22,153
				\$0.00	\$0
23 08 00	HVAC - CONTROLS, BALANCING AND COMMISION			\$1.71	\$22,153
26 00 00	BUILDING NORMAL/ EMERGENCY POWER				
26 00 00	BUILDING POWER	12,933	SF	\$8.00	\$103,464
26 00 00	BUILDING NORMAL/ EMERGENCY POWER			\$8.00	\$103,464
26 50 00	LIGHTING & LIGHTING DISTRIBUTION				
26 50 00	LIGHTING & LIGHTING DISTRIBUTION	12,933	SF	\$10.00	\$129,330
26 50 00	LIGHTING & LIGHTING DISTRIBUTION			\$10.00	\$129,330
27 30 00	VOICE AND DATA COMMUNICATIONS				
27 30 00	VOICE AND DATA COMMUNICATIONS	12,933	SF	\$2.00	\$25,866
27 30 00	VOICE AND DATA COMMUNICATIONS			\$2.00	\$25,866
27 40 00	AUDIO-VIDEO COMMUNICATIONS				
27 40 00	PA SYSTEM	12,933	SF	\$0.50	\$6,467
27 40 00	AUDIO-VIDEO COMMUNICATIONS			\$0.50	\$6,467
27 00 00	MISC. LOW VOLTAGE SYSTEMS				
27 00 00	ACCESS CONTROL SYSTEM	12,933	SF	\$3.00	\$38,799
28 30 00	MISC. LOW VOLTAGE SYSTEMS			\$3.00	\$38,799
28 00 00	ELECTRONIC SAFETY AND SECURITY				
28 00 00	ELECTRONIC SAFETY AND SECURITY	12,933	SF	\$5.00	\$64,665
28 00 00	ELECTRONIC SAFETY AND SECURITY			\$5.00	\$64,665
28 30 00	FIRE ALARM SYSTEM				
28 30 00	FIRE ALARM SYSTEM	12,933	SF	\$3.00	\$38,799
28 00 00	FIRE ALARM SYSTEM			\$3.00	\$38,799
Total	Subtotal subcontractor cost			\$163.16	\$2,110,206

5 Cost Estimates

	<p>Project: El Dorado County</p> <p>Tab Title: EDC Public Safety Building</p> <p>Location: Placerville, CA</p> <p>Designed by: Achitectural Nexus</p> <p>Tab Name: Training Bldg - B</p> <p>Date: June 28, 2016</p>	<p>Design Level: Criteria Documents</p> <p>New Construction: 12,933 sf</p> <p>Renovation: 0 sf</p> <p>Total GSF: 12,933 sf</p>				
	TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
		General Conditions	5.73%		\$9.35	\$120,903
		General Contractor Markup	5.00%		\$8.63	\$111,555
		General Contractor Bond & Insurance	2.00%		\$3.62	\$46,853
		Design Builder's Risk Contingency	3.00%		\$5.54	\$71,686
		Contractor's Design Team	6.84%		\$13.02	\$168,433
		Market Bid Factor	2.80%		\$5.69	\$73,630
		Estimating Contingency	2.75%		\$5.75	\$74,340
		Current Construction Cost			\$214.77	\$2,777,606

Cost Estimates 5

Project: El Dorado County	Design Level: Criteria Documents				
Tab Title: EDC Public Safety Building					
Location: Placerville, CA	New Construction: 12,550 sf				
Designed by: Achitectural Nexus	Renovation: 0 sf				
Tab Name: Shooting Range - 50YDS	Total GSF: 12,550 sf				
Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
03 30 00	FOUNDATION CONCRETE				
03 30 00	EXCAVATION TO FOOTINGS	109	CYDS	\$25.00	\$2,735
03 30 00	FOUNDATIONS - CONTINUOUS	59	CYDS	\$564.41	\$33,526
03 30 00	FOUNDATIONS - SPREAD FOOTING	50	CYDS	\$532.13	\$26,607
03 30 00	FOUNDATION CONCRETE			\$5.01	\$62,868
03 30 00	SLAB ON GRADE CONCRETE				
03 30 00	SLAB ON GRADE- 6"- COMPLETE	12,550	SF	\$10.04	\$125,954
03 30 00	SLAB ON GRADE CONCRETE			\$10.04	\$125,954
03 30 00	CONCRETE WALLS AND COLUMNS - BELOW GRADE			\$0.00	\$0
03 30 00	CONCRETE WALLS AND COLUMNS - ABOVE GRADE			\$0.00	\$0
03 30 00	ELEVATED CONCRETE SLABS AND BEAMS			\$0.00	\$0
03 30 00	MISC. CONCRETE			\$0.00	\$0
03 40 00	PRECAST CONCRETE				
03 40 00	SITE CAST CONCRETE TILT UP WALL - 8"	6,930	SF	\$22.00	\$152,460
03 40 00				\$0.00	\$0
03 40 00					
03 40 00	PRECAST CONCRETE			\$12.15	\$152,460
04 20 00	MASONRY - EXT. WALLS			\$0.00	\$0
04 20 00	MASONRY - INT. WALLS			\$0.00	\$0
05 12 00	STRUCTURAL STEEL				
05 12 00	WIDE FLANGE COLUMNS AND BEAMS	75	TONS	\$4,065.26	\$306,114
05 12 00	STRUCTURAL STEEL			\$24.39	\$306,114
05 50 00	MISC. METALS			\$0.00	\$0
05 51 00	STEEL STAIRS			\$0.00	\$0
06 10 00	ROUGH CARPENTRY			\$0.00	\$0
06 20 00	FINISH CARPENTRY				
06 20 00	PLYWOOD BACKBOARDS- 5/8" FIRE TREATED	32	SF	\$5.50	\$176
06 20 00	FINISH CARPENTRY			\$0.01	\$176
06 41 00	CASEWORK				
06 41 00	BASE CABINET W. SOLID SURFACE COUNTERTOPS	12,550	SF	\$2.00	\$25,100
06 41 00	CASEWORK			\$2.00	\$25,100
07 21 00	INSULATION - INTERIOR				
07 21 00	INSULATION TO FRAMED WALLS- ACOUSTICAL BATTS	1,680	SF	\$1.07	\$1,802
07 21 00	INSULATION - INTERIOR			\$0.14	\$1,802

5 Cost Estimates

3	Project: El Dorado County		Design Level: Criteria Documents			
	Tab Title: EDC Public Safety Building					
	Location: Placerville, CA		New Construction: 12,550 sf			
	Designed by: Achitectural Nexus		Renovation: 0 sf			
	Tab Name: Shooting Range - 50YDS		Total GSF: 12,550 sf			
	Date: June 28, 2016					
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB	
07 24 00	EXTERIOR WALL SYSTEMS AND INSULATION			\$0.00	\$0	
07 81 00	FIRE PROOFING			\$0.00	\$0	
07 31 00	ROOFING AND SHEET METAL					
07 31 00	METAL ROOFING	81	SF		BY PEB	
07 31 00	ROOFING AND SHEET METAL			\$0.00	\$0	
07 72 00	ROOF ACCESSORIES			\$0.00	\$0	
07 92 00	SEALANTS			\$0.00	\$0	
08 12 00	DOORS / FRAMES / HRDWR - EXTERIOR					
08 12 00	EXTERIOR DOOR/ FRAME/ HARDWARE- HM	6	EA	\$2,876.92	\$17,262	
08 12 00	OVERHEAD DOORS- 14 X 12'-8"	2	EA	\$14,000.00	\$28,000	
08 12 00	DOORS / FRAMES / HRDWR - EXTERIOR			\$3.61	\$45,262	
08 12 00	DOORS / FRAMES / HRDWR - INTERIOR					
08 12 00	INTERIOR DOOR/ FRAME/ HARDWARE- HM/ SC	3	EA	\$1,676.97	\$5,031	
08 12 00	ADD- BALLISTIC RESISTANCE- LEVEL 3	3	EA	\$3,500.00	\$10,500	
08 12 00	DOORS / FRAMES / HRDWR - INTERIOR			\$1.24	\$15,531	
07 72 00	ROOF WINDOWS AND SKYLIGHTS			\$0.00	\$0	
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - EXTERIOR					
08 51 13	EXTERIOR GLAZING	100	SF		BY PEB	
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - EXTERIOR			\$0.00	\$0	
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - INTERIOR					
08 51 13	TRANSACTION WINDOWS- BALLISTIC RESISTANT L3	0	SF	\$0.00	\$0	
08 51 13	WINDOW SYSTEMS, GLASS & GLAZING - INTERIOR			\$0.00	\$0	
09 20 00	MTL-STUDS, DRYWALL, LATH & PLASTER - EXTERIOR			\$0.00	\$0	
09 20 00	MTL FRAMING, DRYWALL, LATH & PLASTER - INTERIOR					
09 20 00	GYPSUM BOARD TO FRAMED/ FURRED WALLS	3,360	SF	\$3.05	\$10,254	
09 20 00	CHAIN LINK PARTITIONS	1,890	SF	\$12.94	\$24,464	
09 20 00	FRAMED/ FURRED STUD WALLS - 4"	1,680	SF	\$7.00	\$11,760	
09 20 00	MTL FRAMING, DRYWALL, LATH & PLASTER - INTERIOR			\$3.70	\$46,478	
09 30 00	TILE & STONE			\$0.00	\$0	
09 51 00	ACOUSTICAL SYSTEMS					
09 51 00	VENTILATED/ HARDENED CEILINGS	12,550	SF	\$25.25	\$316,886	
09 51 00	ACOUSTICAL SYSTEMS			\$25.25	\$316,886	

Cost Estimates 5

3	Project: El Dorado County		Design Level: Criteria Documents			
	Tab Title: EDC Public Safety Building					
	Location: Placerville, CA		New Construction: 12,550 sf			
	Designed by: Achitectoral Nexus		Renovation: 0 sf			
	Tab Name: Shooting Range - 50YDS		Total GSF: 12,550 sf			
	Date: June 28, 2016					
	TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
	09 64 00	FLOORING AND BASE				
	09 64 00	SEALED CONCRETE	1,600	SF	\$2.56	\$4,095
	09 64 00	FLOORING AND BASE			\$0.33	\$4,095
	09 90 00	PAINTING AND WALLCOVERING				
	09 90 00	PAINTING TO GYPSUM BOARD WALLS/ CEILINGS	3,360	SF	\$1.44	\$4,851
	09 90 00	PAINT TO DOORS/ FRAMES	9	EA	\$318.61	\$2,867
	09 90 00	PAINTING AND WALLCOVERING			\$0.62	\$7,718
	10 20 00	INTERIOR SPECIALTIES				
	10 20 00	BALLISTIC RESISTANT PANELING- LEVEL 3	80	SF	\$45.00	\$3,600
	10 20 00	AMMUNITION STORAGE LOCKER- 3 X 1.5 X 5.5	5	EA	\$3,500.00	\$17,500
	10 20 00	LONG RIFLE STORAGE	2	EA	\$3,500.00	\$7,000
	10 20 00	HAND GUN LOCKER	6	EA	\$1,000.00	\$6,000
	10 20 00	SIGNAGE	9	EA	\$67.15	\$604
	10 20 00	INTERIOR SPECIALTIES			\$2.77	\$34,704
	11 50 00	EQUIPMENT			\$0.00	\$0
	12 40 00	FURNISHINGS			\$0.00	\$0
	13 30 00	SPECIAL STRUCTURES				
	13 30 00	SHOOTING RANGE (BALLISTIC PANELS/ BAFFLELS, TOTAL CONTAINMENT TRAP, ETC)	10	LANES	\$125,000.00	\$1,250,000
	13 30 00					
	13 30 00	SPECIAL STRUCTURES			\$99.60	\$1,250,000
	21 10 00	FIRE SUPPRESSION SYSTEMS				
	21 10 00	FIRE PROTECTION	12,550	SF	\$4.10	\$51,403
	21 10 00	FIRE SUPPRESSION SYSTEMS			\$4.10	\$51,403
	22 10 00	PLUMBING PIPING AND PUMPS				
	22 10 00	ROUGH IN TO PLUMBING FIXTURES	2	EA	\$4,000.00	\$8,000
	22 10 00	PLUMBING PIPING AND PUMPS			\$0.64	\$8,000
	22 30 00	PLUMBING EQUIPMENT & FIXTURES				
	22 30 00	PLUMBING FIXTURES	2	EA	\$2,607.40	\$5,215
					\$0.00	\$0
	22 30 00	PLUMBING EQUIPMENT & FIXTURES			\$0.42	\$5,215

5 Cost Estimates

3	Project: El Dorado County Tab Title: EDC Public Safety Building Location: Placerville, CA Designed by: Achitectural Nexus Tab Name: Shooting Range - 50YDS Date: June 28, 2016				Design Level: Criteria Documents New Construction: 12,550 sf Renovation: 0 sf Total GSF: 12,550 sf	
TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB	
23 30 00	HVAC - AIR DISTRIBUTION					
23 30 00	HVAC EQUIPMENT AND DISTRIBUTION	12,550	SF	\$40.00	\$502,000	
				\$0.00	\$0	
23 30 00	HVAC - AIR DISTRIBUTION			\$40.00	\$502,000	
23 20 00	HVAC - PIPING AND PUMPS			\$0.00	\$0	
22 10 00	HVAC - GAS PIPING			\$0.00	\$0	
23 70 00	HVAC - EQUIPMENT			\$0.00	\$0	
23 08 00	HVAC - CONTROLS, BALANCING AND COMMISION					
23 08 00	TEST AND BALANCE	12,550	SF	\$1.71	\$21,497	
				\$0.00	\$0	
23 08 00	HVAC - CONTROLS, BALANCING AND COMMISION			\$1.71	\$21,497	
26 00 00	BUILDING NORMAL/ EMERGENCY POWER					
26 00 00	BUILDING POWER	12,550	SF	\$8.00	\$100,400	
26 00 00	BUILDING NORMAL/ EMERGENCY POWER			\$8.00	\$100,400	
26 50 00	LIGHTING & LIGHTING DISTRIBUTION					
26 50 00	LIGHTING & LIGHTING DISTRIBUTION	12,550	SF	\$10.00	\$125,500	
26 50 00	LIGHTING & LIGHTING DISTRIBUTION			\$10.00	\$125,500	
27 30 00	VOICE AND DATA COMMUNICATIONS					
27 30 00	VOICE AND DATA COMMUNICATIONS	12,550	SF	\$2.00	\$25,100	
27 30 00	VOICE AND DATA COMMUNICATIONS			\$2.00	\$25,100	
27 40 00	AUDIO-VIDEO COMMUNICATIONS					
27 40 00	PA SYSTEM	12,550	SF	\$0.50	\$6,275	
27 40 00	AUDIO-VIDEO COMMUNICATIONS			\$0.50	\$6,275	
27 00 00	MISC. LOW VOLTAGE SYSTEMS					
27 00 00	ACCESS CONTROL SYSTEM	12,550	SF	\$3.00	\$37,650	
28 30 00	MISC. LOW VOLTAGE SYSTEMS			\$3.00	\$37,650	
28 00 00	ELECTRONIC SAFETY AND SECURITY					
28 00 00	ELECTRONIC SAFETY AND SECURITY	12,550	SF	\$5.00	\$62,750	
28 00 00	ELECTRONIC SAFETY AND SECURITY			\$5.00	\$62,750	
28 30 00	FIRE ALARM SYSTEM					
28 30 00	FIRE ALARM SYSTEM	12,550	SF	\$3.00	\$37,650	
28 00 00	FIRE ALARM SYSTEM			\$3.00	\$37,650	

Cost Estimates 5

3	Project: El Dorado County				Design Level: Criteria Documents	
	Tab Title: EDC Public Safety Building					
	Location: Placerville, CA				New Construction:	12,550 sf
	Designed by: Achitectural Nexus				Renovation:	0 sf
	Tab Name: Shooting Range - 50YDS				Total GSF:	12,550 sf
	Date: June 28, 2016					
	TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
	Total	Subtotal subcontractor cost			\$269.21	\$3,378,587
		General Conditions	5.37%		\$14.47	\$181,598
		General Contractor Markup	5.00%		\$14.18	\$178,009
		General Contractor Bond & Insurance	2.00%		\$5.96	\$74,764
		Design Builder's Risk Contingency	3.00%		\$9.11	\$114,389
		Contractor's Design Team	6.88%		\$21.53	\$270,179
		Market Bid Factor	2.80%		\$9.37	\$117,531
		Estimating Contingency	3.00%		\$10.31	\$129,452
		Current Construction Cost			\$354.14	\$4,444,510

5 Cost Estimates

GC's and general requirements

	%	Q	U/M	L	E	M	S	Total			
Design Builder											
staff											
PM	25%	20	mo.	\$ 17,733.33				\$ 88,666.67			
estimator	0%	20	mo.	\$ 15,516.67				\$ -			
QA/QC rep	50%	20	mo.	\$ 12,191.67				\$ 121,916.67	by PE		
scheduler	10%	20	mo.	\$ 12,191.67				\$ 24,383.33	by PM and Supt		
Supt	100%	20	mo.	\$ 15,516.67				\$ 310,333.33			
PE	100%	20		\$ 12,191.67				\$ 243,833.33			
Safety Rep	20%	20		\$ 15,516.67		\$ 500.00		\$ 64,066.67			
Labor Compliance								\$ -	in home office		
Clerical	100%	20		\$ 6,650.00				\$ 133,000.00			
LEED								\$ -	by PE and design fee		
Commissioning								\$ -	in design fee		
meetings and travel								x			
Precon	100%	1	ea.				\$ 2,000.00	\$ 2,000.00			
QA/QC	100%	20	mo.			\$ 400.00		\$ 8,000.00	by QA/QC		
Payment								\$ -	by PE		
Status								\$ -	by PM and PE		
Pre-Install								\$ -	by Super		
2 Partnering sessions	100%	2					\$ 2,500.00	\$ 5,000.00			
Submittals	100%	1				\$ 4,000.00		\$ 4,000.00			
(E) conditions video	100%	1					\$ 1,500.00	\$ 1,500.00			
Community Outreach	100%	1						\$ -	by PE and Super		
Traffic Control	100%	20	mo.	\$ 2,000.00				\$ 40,000.00			
Photos	100%	1					\$ 500.00	\$ 500.00			
Maintenance until final acceptan	100%	1					\$ 5,000.00	\$ 5,000.00			
Punchlist	100%	4	wk.	4089.11				\$ 16,356.44	PE leads		
Field Office for State								xxx			
12x60 2 priv ofcs	100%	20	mo.		\$ 700.00			\$ 14,000.00			
on and off	100%	1	ea.				\$ 4,000.00	\$ 4,000.00			
furnishings	100%	1	ea.			\$ 2,000.00		\$ 2,000.00			
computers	100%	3	ea.			\$ 2,000.00		\$ 6,000.00			
Tel and Internet connection	100%	1	ea.			\$ 400.00		\$ 400.00			
Elec	100%								in temp power		
Water	100%	20	mo.		\$ 200.00			\$ 4,000.00			
Sanitary	100%	25	mo.		\$ 400.00			\$ 10,000.00			
Janitorial	100%	20	mo.	\$ 700.00				\$ 14,000.00			
Copier and Supplies	100%	20	mo.		\$ 1,000.00			\$ 20,000.00			
	%	Q	U/M	L	E	M	S	Total			
Filed Office for DB								xxxx			
12x60 2 priv ofcs	100%	20	mo.		\$ 700.00			\$ 14,000.00			
on and off	100%	1	ea.				\$ 4,000.00	\$ 4,000.00			
furnishings	100%	1	ea.			\$ 2,000.00		\$ 2,000.00			
computers	100%	3	ea.			\$ 2,000.00		\$ 6,000.00			
Tel and Internet connection	100%	1	ea.			\$ 400.00		\$ 400.00			
Elec	100%								in temp power		
Water	100%	20	mo.		\$ 200.00			\$ 4,000.00			
Sanitary	100%	25	mo.		\$ 400.00			\$ 10,000.00			
Janitorial	100%	20	mo.	\$ 700.00				\$ 14,000.00			
Copier and Supplies	100%	20	mo.		\$ 1,000.00			\$ 20,000.00			
Sign	100%	1	ea.				\$ 1,000.00	\$ 1,000.00			
Cleanup	100%	20	mo.	\$ 6,000.00				\$ 120,000.00			
Final Cleanup	100%	1	ea.				\$ 4,000.00	\$ 4,000.00			
Debris Boxes	100%	180	loads			\$ 500.00		\$ 90,000.00			
Sanitary Toilets and Handwash	100%	20	mo.			\$ 500.00		\$ 10,000.00			
Temp water	100%	20	mo.			\$ 150.00		\$ 3,000.00			
Temp Power	100%	20	mo.			\$ 500.00		\$ 10,000.00			
Temp Power set up	100%	1	ea.				\$ 1,000.00	\$ 1,000.00			
Temp Heat	100%	61,813	sf		\$ 5.00			\$ 309,065.00			
Tree and Plant protection	100%	1	ls	\$ 3,000.00	\$ 3,000.00			\$ 6,000.00			
Temp fence--	100%	5000	lf			\$ 4.00		\$ 20,000.00			
Job Forklift	100%	20	mo.		\$ 2,500.00			\$ 50,000.00			
O&M	100%	1	ea.					\$ -	PE and clerical		
Warranty	100%	1	ea.	\$ 4,000.00				\$ 4,000.00			
Record Document	100%	1	ea.		\$ 2,000.00			\$ 2,000.00			
Demonstration and Training	100%							\$ -	PE and subs		
Safety/Barricades	100%	20	ea.	\$ 2,000.00	\$ 1,000.00			\$ 60,000.00			
Dust Abatement	100%	6	mo.	\$ 2,000.00				\$ 12,000.00			
Utility Connection Fees	100%	1	LS			\$ 50,000.00		\$ 50,000.00	verify		
							TOTAL	\$ 1,969,421.44			

Potential Impacts to Construction Costs

Initial site investigations including soil testing, and a seismic refraction study provided further insight into site development costs. A possible risk is the potential of encountering hard rock below the topsoil. It has been determined that there is a potential for blasting, but it is more likely that the site is “rip-able” with conventional general engineering equipment. There are some areas of existing fill that may contain pockets of unsuitable soil. Further soils investigation will take place as building footprints are finalized and geotechnical observation will take place during mass grading operations, trenching, foundation construction and other sensitive activities.

Perhaps the most significant potential impact to construction costs is the bid climate and construction material inflation. While the cost estimate includes escalation and bid climate factors, these variables will not be fully understood until the project is further developed. Delays in the execution of the project could contribute to higher costs given these factors. The region is emerging from the Great Recession and as such the availability of sub-contractors and the appetite for competitiveness in the market have been impacted.

5 Cost Estimates

Total Project Cost Estimate

EL DORADO COUNTY PUBLIC SAFETY FACILITY

PROJECT COST ESTIMATE

June 30, 2016

Direct Construction Costs

On-Site Improvements	12,010,000
Headquarters Building	24,070,000
Evidence Building	3,160,000
Morgue Building	2,650,000
Training / Special Ops Building	3,120,000
Indoor Gun Range	4,990,000
Total Site & Buildings	50,000,000
Furnishings, fixtures & equipment	2,130,000
Off-Site Improvements	1,120,000

Total Direct Construction Costs

53,250,000

Soft Costs

4,810,000

Contingency - 5%

2,640,000

Total Public Safety Facility Costs

60,700,000

Conclusions and Recommendations **6**

The proposed El Dorado County Public Safety Facility is a long-overdue public facility improvement. The department is currently working in a number of separate, outdated and substandard facilities. The physical separation is not conducive to operational efficiency, and challenges the ability to work effectively as a team.

The primary goal of the project is to better achieve service to the community. The consolidation of the various divisions within the department onto one campus, and in many cases under one roof, strengthens communication and fosters collaboration. Even better community service is the outcome.

The proposed facilities, including the PSF itself, the morgue, evidence storage, the training/operations building and the shooting range, are all integral to the operational requirements of the department.

Our recommendation is to construct the entire facility as proposed in one initial increment of construction. It would achieve the primary goal of service to community, reduce the first-time construction costs, and reduce long-term operational expenses over the current configuration with separated facilities. Having a code compliant PSF will provide the community with a highly functional and necessary mission critical facility. This recommendation was discussed in depth at the public hearing on July 11th, 2016. As a result, the project, with site and all buildings to be constructed in one phase, was approved by the Board of Supervisors at that public hearing.

6 Conclusions and Recommendations

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EL DORADO COUNTY
CHIEF ADMINISTRATIVE OFFICE

MEMO

Date: July 25, 2016

To: USDA

From: Don Ashton, Chief Administrative Officer

Subject: Agreement for Architectural Services – Owner and Design/Builder

The County of El Dorado has entered into contract with Architectural Nexus as their Design Criteria Consultant for the development for bridging documents on the Public Safety Facility.

It is the County's intent, with the USDA's approval, to build its new Public Safety Facility utilizing the Design Build construction method. The County has attached a written request seeking the National Office's concurrence.

We have attached AIA form A141-2004 along with RD Instructions 1942-A, Guide 27, Attachment 6 which contains provisions that will supersede any conflicting provisions of the AIA document.



County of El Dorado

Chief Administrative Office

330 Fair Lane
Placerville, CA 95667-4197

Don Ashton, MPA
Chief Administrative Officer

Phone (530) 621-5530
Fax (530) 626-5730

July 25, 2016

Mr. Doug Colucci
Rural Development
United States Department of Agriculture
P.O. Box 1656
Woodbridge, CA 95258

RE: County of El Dorado Public Safety Facility

Dear Mr. Colucci:

As part of application for the financing of the Public Safety Facility, the County of El Dorado requests that the USDA National Office approve the use of Design-Build project delivery as described below.

From the inception of the project, the County has anticipated using Design-Build project delivery because of the significant benefits compared to the traditional design-bid-build method. Among those are:

1. Better communication among the primary stakeholders.
2. Reduced project costs achieved through the use of design-build subcontractors for major trades such as electrical and mechanical.
3. Expedited project completion achieved through the use of limited fast tracking of critical activities, a more efficient design process, and the efficiencies of design-build subcontractors. This translates to lower costs by reducing general conditions and construction phase financing costs.
4. Increased accountability and a reduction of possible change orders and claims due to one entity providing the design and construction.
5. Increased value to the County because of superior design and cost reduction options that result from the creative, collaborative process inherent in Design-Build that are not achievable through the traditional design-bid-build method.
6. Higher confidence in the successful outcome of the project and overall reduction of risk.

It should be noted that on July 11, 2016, the Board of Supervisors formally approved the scope and cost of the project as well as the use of design-build.

The County anticipates that the Design-Build process will generally proceed as follows:

1. The design criteria consultant (DCC) will validate the existing space needs assessment; develop schematic plans and an estimate of the construction costs. This phase of the work has been completed by Architectural Nexus and a final report is near completion.
2. Using the information developed in step 1 the DCC will prepare a set of documents (Bridging Documents) setting forth the scope of the project, schematic drawings, outline specifications, and update the project estimate. This work has been authorized by the Board of Supervisors at the July 11, 2016 public hearing.
3. Prepare and issue a request for qualifications (RFQ) in order to prequalify and short-list the design-build entities (DBE) whose proposals shall be evaluated for final selection. The RFQ will be published in the local newspaper and all reasonable requests to participate that conform to the terms of the RFQ will be honored. The County will endeavor to create interest in the project so as to attract sufficient qualified firms to create a competitive bidding climate.
4. Evaluate RFQ respondents using the criteria established by the County and develop a short list of three DB Entities that will receive the Request for Proposal (RFP)
5. Develop the RFP that will included criteria by which the proposal will be judged, including but not necessarily limited to:
 - a. DBE and subcontractor experience with similar types of facilities
 - b. Experience of the team members in previously working together
 - c. Technical merit of the proposed design
 - d. General conditions, fees, and change order markup
 - e. 15 year life cycle costs analysis
 - f. Schedule
 - g. Financial and surety capacity
6. Issue the Request for Proposals
7. Evaluate the proposals using the criteria established by the County.
8. At its option, County may hold private negotiations with one or more proposers to clarify scope, cost and best value to the County.
9. Select the DB entity and publically announce the award of the contract.

Best value procurement practices will be used to award the contract and the selection of the Design-Build Entity will comply with California Public Contracting Code 22160-22169 and USDA requirements.

The County will assign a Project Manager, either a qualified staff member or independent consultant whose duty it is to coordinate the activities of the DBE, the DCC, County divisions, vendors and other specialty consultants and to represent the interests of the County. Additionally, the County will retain the services of a qualified construction management company to provide on-site administration, documentation, reporting and contract administration services.

We look forward to working with the USDA staff to expeditiously and successfully complete this project. Please contact me with any questions or comments that you may have regarding any of these matters.

Sincerely,



Shawne Corley
Assistant Chief Administrative Officer

DRAFT AIA[®] Document A141[™] - 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »
« »
« »
« »

and the Design-Builder:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«00000»
« »
« »

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
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- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS
- C SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

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

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

§ 1.1.1 The Owner's program for the Project:

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

« »

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

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

<< >>

§ 1.1.3 The Project's physical characteristics:

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

<< >>

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

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

<< >>

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

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

<< >>

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

<< >>

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

.1 Design phase milestone dates:

<< >>

.2 Submission of Design-Builder Proposal:

<< >>

.3 Phased completion dates:

<< >>

.4 Substantial Completion date:

<< >>

.5 Other milestone dates:

<< >>

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

<< >>

.2 Consultants

<< >>

.3 Contractors

<< >>

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

<< >>

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

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

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

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

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

<< >>

<< >>

<< >>

<< >>

<< >>

<< >>

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

<< >>

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

(List discipline, scope of work, and, if known, identify by name and address.)

<< >>

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

(List name, address and other information.)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

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

§ 1.3 Binding Dispute Resolution

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

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

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

<< >>

§ 1.4 Definitions

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

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

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

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

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

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

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

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

§ 1.4.9 **Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

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

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

§ 1.4.12 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.”

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

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

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

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

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

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

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

« »

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

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

« »

Individual or Position

Rate

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

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

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

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

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

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

« » % « »

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

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

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

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

§ 3.1 General

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

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

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

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

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

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

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

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

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

§ 3.1.8 Progress Reports

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

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

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

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

§ 3.1.9 Design-Builder's Schedules

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

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

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations

and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

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

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

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

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

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

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

§ 3.1.13 Royalties, Patents and Copyrights

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

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

§ 3.1.14 Indemnification

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

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

§ 3.1.15 Contingent Assignment of Agreements

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

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

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

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

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

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

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

§ 4.1 General

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

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

§ 4.2 Evaluation of the Owner's Criteria

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

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

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

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

§ 4.3 Preliminary Design

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

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

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

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

§ 4.4 Design-Builder's Proposal

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

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

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

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

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

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

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

§ 5.2 Construction

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

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

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

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

§ 5.3 Labor and Materials

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

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

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

§ 5.4 Taxes

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

§ 5.5 Permits, Fees, Notices and Compliance with Laws

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

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

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-

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

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

§ 5.6 Allowances

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

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

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

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

§ 5.7 Key Personnel, Contractors and Suppliers

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

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

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or

(2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.8 Documents and Submittals at the Site

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

§ 5.9 Use of Site

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

§ 5.10 Cutting and Patching

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

§ 5.11 Cleaning Up

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

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

§ 5.12 Access to Work

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

§ 5.13 Construction by Owner or by Separate Contractors

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

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

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

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-

Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

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

§ 5.14 Mutual Responsibility

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

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

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

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

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

§ 5.15 Owner's Right to Clean Up

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

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

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

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

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

§ 6.2 Change Orders

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

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

§ 6.3 Change Directives

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

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

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

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

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

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

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

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

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

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

involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

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

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

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

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

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

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

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

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

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder

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

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

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

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

§ 7.3 Submittals

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

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

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

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

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

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

§ 7.8 Owner's Right to Stop Work

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

§ 7.9 Owner's Right to Carry Out the Work

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

ARTICLE 8 TIME

§ 8.1 Progress and Completion

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

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

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

§ 8.2 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

§ 9.5 Decisions to Withhold Certification

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

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

.7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

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

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

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

§ 10.3 Hazardous Materials

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

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

§ 11.2 Correction of Work

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

§ 11.2.2 After Substantial Completion

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

the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

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

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

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

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

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

§ 11.3 Acceptance of Nonconforming Work

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

ARTICLE 12 COPYRIGHTS AND LICENSES

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

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

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

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this

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

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or

employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

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

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

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

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

§ 13.2.2 Termination by the Owner For Cause

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

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

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

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

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

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages

exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

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

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

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

§ 13.2.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

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

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

§ 14.1.3 Notice of Claims

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

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

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

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

§ 14.1.6 Claims for Additional Time

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

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

§ 14.1.7 Claims for Consequential Damages

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

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

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

§ 14.2 Initial Decision

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

§ 14.2.2 Procedure

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

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

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

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

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

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

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

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

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

§ 14.3 Mediation

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

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

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

§ 14.4 Arbitration

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

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

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

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

§ 14.4.4 Consolidation or Joinder

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

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

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

§ 15.2 Successors and Assigns

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

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

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

§ 15.3 Written Notice

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

§ 15.4 Rights and Remedies

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

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

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

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

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

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

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

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

§ 15.6 Confidential Information

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

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

§ 15.7 Capitalization

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

§ 15.8 Interpretation

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

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

ARTICLE 16 SCOPE OF THE AGREEMENT

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

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

« »

- .6 Other:

« »

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

OWNER (Signature)

« »

(Printed name and title)

DESIGN-BUILDER (Signature)

« »

(Printed name and title)

ATTACHMENT TO AIA DOCUMENT A141-2004, Standard Form of Agreement Between Owner and Design/Builder

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Form of Agreement between Owner and Design/Builder*", AIA Document A141 - 2004 Edition. The provisions contained in this Attachment will supercede any conflicting provisions of the AIA Document. The term "Agency", as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 1: THE DESIGN/BUILD DOCUMENTS

Modify paragraph 1.1 by inserting the words "and concurred with by the Agency" after "by the Owner" in the first sentence.

Modify paragraph 1.3 by inserting the words "and the Agency" after "by both parties" in the second sentence.

ARTICLE 3: DATE OF COMENCEMENT AND SUBSTANTIAL COMPLETION

Modify paragraph 3.2 by inserting the following sentences in the appropriate space:

If the Work is not substantially complete on or before this date, or within this period of time, or extension thereof granted by the Owner, the Design/Builder shall pay to the Owner liquidated damages in the sum of \$_____ for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Design/Builder under the Contract or may be collected from the Design/Builder's surety.

ARTICLE 4: CONTRACT SUM

Delete the choice "Cost of the Work Plus Design/Builder's Fee in accordance with Section 4.3 below" from paragraph 4.1.

Delete paragraph 4.3 in its' entirety.

ARTICLE 5: PAYMENTS

Add the following sentence to the end of paragraph 5.1.1: "Agency concurrence is required on all Certificates of Payment before payment is made."

Modify subparagraph 5.1.3 by inserting "ten (10)" in the last space.

Modify clause 5.2.2.1 by inserting "ten" and "10" in the appropriate space.

Modify clause 5.2.2.2 by inserting "ten" and "10" in the appropriate space.

Modify subparagraph 5.2.4 by inserting the following sentences in the appropriate space.

The amount retained shall be 10% of the value of Work until 50% of the Work has been completed. At 50% completion, further partial payments shall be made in full to the Design/Builder and no additional amounts may be retained unless the Owner certifies that the Work is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Design/Builder. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of Work completed.

Delete paragraph 5.3 in its entirety.

Modify clause 5.4.2.3 by inserting "ten percent" and "10" in the appropriate space.

Modify clause 5.4.3 by inserting "ten percent" and "10" in the appropriate space.

ARTICLE 7: MISCELLANEOUS PROVISIONS

Modify paragraph 7.7 by inserting the following in the appropriate space:

This Agreement will not become effective until concurred with in writing by the Agency. Such concurrence shall be evidenced by the signature of a duly authorized representative of the Agency in the space provided at the end of this attachment to the Agreement. The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for payment hereunder.

But in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with the requirements of the Agency.

Modify subparagraph 7.7.2 by inserting the following in the appropriate space:

Interest at 1% per month or 12% per year for pay estimates outstanding for 60 days will be paid to the Design/Builder.

ARTICLE 8: ENUMERATION OF THE DESIGN/BUILD DOCUMENTS

Modify subparagraph 8.1.2 by inserting the following in the appropriate space:

Attachment to the *Standard Form of Agreement between Owner and Design/Builder* (USDA Rural Development)

Modify subparagraph 8.1.7 by inserting the following in the appropriate space:

Payment Bond
Performance Bond

Modify subparagraph 8.1.10 by inserting the following in the appropriate space:

Compliance Statement (Form RD 400-6)
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Form AD 1048)
Disclosure of Lobbying Activities (SF-LLL)
Certification for Contracts, Grants and Loans (RD Instruction 1940-Q, Exhibit A-1)

Delete Exhibit B in its entirety. (Exhibit B describes conditions where the contract sum is the cost of the work plus the Design/Builder's Fee without a Guaranteed Maximum Price. That option is deleted from paragraph 4.1 of the contract.)

Delete Exhibit C in its entirety. (Exhibit C describes the Insurance and Bonding requirements, which we have enumerated in the Attachment to Exhibit A in Article A.11.)

RD Instruction 1942-A
Guide 27
Attachment 6
Page 4
(Added 09-24-12, PN 458)

SIGNATURE BLOCK:

Delete the signature block on page 10 of this Agreement and substitute the following signature block:

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Design/Builder, one to the Owner and one to the Agency. Concurrence in the Contract by the Agency is required before the contract is effective.

OWNER:

ATTEST: _____	BY: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

DESIGN/BUILDER:

ATTEST: _____	BY: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

OWNER'S ATTORNEY REVIEW:

I have examined this design/build contract and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

By: _____

Print Name: _____

Date: _____

AGENCY CONCURRENCE:

Approved as lender or insurer of fund to defray the costs of this contract and without liability for any payments thereunder, the USDA Rural Development hereby concurs in the award of this contract.

By: _____ Title: _____

Print Name: _____ Date: _____

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Page 6
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ARTICLE A.1: GENERAL PROVISIONS

Add the following subparagraphs and clauses to paragraph A.1.1:

A1.1.9 Agency

The term "Agency", as used in this Attachment, shall mean the United States of America, acting through United States Department of Agriculture.

A1.1.10 Independent Inspector

The term "Independent Inspector," as used in this Attachment, shall mean the Inspector hired independent from the Design/Builder by the Owner to represent the Owner's interests. The Agency requires a construction inspector independent of the Design/Builder.

A.1.1.10.1 The Independent Inspector shall be a representative of and shall advise and consult with the Owner during construction until final payment is due to the Design/Builder, and at the Owner's direction during the period of correction of the Work described in the design/build documents. The Independent Inspector shall furnish consultations necessary to identify construction defects, and correct unforeseen conditions normally encountered during this period. The Independent Inspector shall assist the Owner in performing a review of the Project during the 11th month after the date of Substantial Completion.

A.1.1.10.2 The Independent Inspector shall conduct an inspection prior to the issuance of the Acknowledgement of Substantial Completion and shall submit a written report to the Owner, Agency and the Design/Builder about Work to be completed prior to final acceptance. Such services shall be coordinated with the Agency. Prior to submitting the final Application for Payment, the Independent Inspector shall conduct an inspection, submit a Statement of Completion, receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Design/Builder.

A.1.1.10.3 Visits to the site shall be documented in writing on standard inspection report forms with copies furnished to the Owner, Design/Builder and Agency. Visits to the site shall be in accordance with Agency requirements and procedures.

Add the words "and concurred with by the Agency" after "Design/Builder" in subparagraph A.1.5.1.

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ARTICLE A.2: OWNER

Add the following subparagraph to Paragraph A.2.2:

A.2.2.12 The Owner shall provide the Design/Builder with Agency standard Contract Document Guides.

ARTICLE A.3: DESIGN/BUILDER

Add the following sentence to subparagraph A.3.2.3: "Any extra cost that may result from errors and omissions in the services provided under the contract will be the responsibility of the Design/Builder."

Add the following subparagraph to subparagraph A.3.2.4:

A.3.2.4.1 The Design/Builder shall consult with the Agency Architect or Engineer about the Agency's requirements and procedures.

In subparagraph A.3.2.5, add the words "and written concurrence by the Agency" after "Owner's written approval" and add the following sentence after the first sentence: Two (2) sets for the Agency are required.

Add the words "and written concurrence by the Agency" at the end of the first sentence in subparagraph A.3.2.6.

Add the words "and written concurrence by the Agency" after "Owner's written approval" in subparagraph A.3.2.8.

Add the words "and written concurrence by the Agency" after "Owner's review and approval" in subparagraph A.3.3.1.

Add the following clauses to subparagraph A.3.3.6:

A.3.3.6.1 The Design/Builder shall conduct a Preconstruction Conference prior to the beginning of construction to familiarize all parties involved with the necessary work. This meeting shall be held with the Design/Build representative, Owner, Owner's Independent Inspector, Agency representative(s) and other interested parties as appropriate. The Agency 'Record of Preconstruction Conference' may be used to document the meeting.

A.3.3.6.2 The Design/Builder shall conduct on-site pay/progress meetings no less than once a month during the periods of active construction. These meetings shall be held with the Design/Build representative, Owner, Owner's Independent Inspector, Agency representative(s) and other interested parties as appropriate, to review and discuss the application for payment, work progress schedule, construction problems or disputes and other appropriate matters.

A.3.3.8 Add the following subparagraph to subparagraph A.3.3.8:

A.3.3.8.1 The Design/Builder shall advise the Owner of required tests, inspections and reports, shall furnish coordination of such tests and inspections, and shall advise the Owner and Agency of the results of same. Copies of test results shall be furnished to the Owner, Owner's Independent Inspector and Agency, as appropriate.

In subparagraph A.3.4.1, add the following subparagraph:

A.3.4.1.1 The Design/Builder shall not contract with any person or entity declared ineligible under Federal laws or regulations from participating in federally assisted construction projects for to whom the Owner has made reasonable objection. The Design/Builder shall not be required to contract with anyone to whom the Design/Builder has reasonable objection.

ARTICLE A.4: DISPUTE RESOLUTION

In subparagraph A.4.4.1, delete the first sentence and replace it with: "Claims, except those waived as provided for in subparagraphs A.4.1.10, A.9.10.4 and A.9.10.5, for which initial decisions have not become final and binding, and which have not been resolved by mediation but which are subject to arbitration pursuant to paragraphs 6.2 and 6.3 of the Agreement or elsewhere in the Design/Build documents, may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration."

Delete subparagraph A.4.4.2 and substitute the following subparagraphs:

A.4.4.2 The arbitration provisions in this subsection may be initiated by either party to this Contract by filing with the other party a written request for arbitration. The other party may accept or reject the request by filing a written answering statement with the requesting party within fourteen (14) calendar days of the receipt of such request. If the request is accepted the provisions of this section shall apply. If the request is rejected or an answering statement is not filed within the fourteen (14) day period, the provisions in this subsection will not apply.

A.4.4.2.1 Within fourteen (14) calendar days or any mutually agreeable time period thereafter, each party to this Contract will appoint one arbitrator. Within fourteen (14) calendar days or any mutually agreeable time period thereafter, the two arbitrators will select a third arbitrator. Failure to appoint an arbitrator within the mutually agreeable time periods will terminate further actions under this subsection.

A.4.4.2.2 The arbitrators will select a hearing location as close to the Owner's locale as possible.

In subparagraph A.4.4.4, replace the word "demand" with the word "request" in each occurrence in the first sentence.

ARTICLE A.7: CHANGES IN THE WORK

Insert the word ", Agency" after the word "Owner" in its first occurrence in subparagraph A.7.1.2.

A.7.2.1 Delete subparagraph A.7.2.1 and substitute the following:

A.7.2.1 A change order is a written order to the Design/Builder utilizing Form RD 1924-7, "Contract Change Order," signed by the Owner, Independent Inspector, Design/Builder, and the Agency representative. It is issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Design/Builder's signing of the change order indicates complete agreement therein.

Add the following sentence to subparagraph A.7.3.1: "A Construction Change Directive may be used only for a change in response to an emergency, as described in Paragraph A.10.6."

Delete subparagraph A.7.3.3.

Delete subparagraph A.7.3.4.

Delete subparagraph A.7.3.6.

ARTICLE A.9: PAYMENTS AND COMPLETION

Add the words, "using AIA Document G-702, 'Application and Certificate for Payment' or Form RD 1924-18, 'Partial Payment Estimate'," after "Application for Payment" in the first sentence of subparagraph A.9.3.1.

Under subparagraph A.9.3.1, add the following subparagraph:

A.9.3.1.3 The Design/Builder shall obtain Agency concurrence on all Applications of Payment before payment is made.

Add the following subparagraph to paragraph A.9.6:

A.9.6.8 No progress payments will be made that deplete the retainage, nor place in escrow any funds that are required for retainage, nor invest the retainage for the benefit of the Design/Builder.

Replace the word "seven" with the word "ten (10)" in the first sentence, second and third lines of subparagraph A.9.7.1.

Add the words ", in collaboration with the Agency Architect or Engineer," after "prepare" in the first sentence of subparagraph A.9.8.5.

Delete subparagraph A.9.8.6 and substitute the following:

A.9.8.6 When the Work has been substantially completed, except for the Work which cannot be completed because of weather conditions, lack of materials or other reasons, which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

Delete subparagraph A.9.9.1 and substitute the following subparagraphs:

A.9.9.1 The Design/Builder agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the Owner under the following conditions:

A.9.9.1.1 A Certificate of Substantial Completion shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Inspecting Architect, the Design/Builder is chargeable with unwarranted delay in completing the Work or the Contract requirements, the signature of the Design/Builder will not be required. The Certificate of Substantial Completion shall be accompanied by copies of Design/Builder's insurance policies, written endorsements of the Design/Builder's insurance carrier, and the surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy and use by the Owner shall not commence until authorized by public authorities having jurisdiction over the Work.

A.9.9.1.2 Occupancy by the Owner shall not be construed by the Design/Builder as being an acceptance of that part of the Project to be occupied.

A.9.9.1.3 The Design/Builder shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.

A.9.9.1.4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Design/Builder against each other.

A.9.9.1.5 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

Delete subparagraph A.9.9.2 and substitute the following:

A.9.9.2 With the exception of clause 9.9.1.5, use and occupancy by the Owner prior to Project acceptance does not relieve the Design/Builder of the responsibility to maintain all insurance and bonds required of the Design/Builder under the Contract Documents until the Project is completed and accepted by the Owner.

Delete subparagraph A.9.10.1 and substitute the following:

A.9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner, Owner's Independent Inspector and Agency representative shall promptly make such inspection and, and when the Owner finds the Work acceptable under the Design/Build documents and fully performed, the Owner with Agency concurrence shall, subject to Section A.9.10.2, promptly make final payment to the Design/Builder.

Delete the second and third sentences of subparagraph A.9.10.2.

ARTICLE A.11: INSURANCE AND BONDS

A.11.2.1 Add subparagraph A.11.2.1.9:

A.11.2.1.9 The Owner shall be named as co-insured on the liability insurance.

A.11.2 Add the following clauses to A.11.2.

A.11.2.4 The insurance required in subparagraph A.11.2 shall be written for not less than the following limits, or greater if required by law:

.1 Workers' Compensation:

- (a) State: Statutory
- (b) Applicable Federal Statutory
(E.g. Longshoremen's)
- (c) Employer's Liability: \$ _____ per Accident
\$ _____ Disease, Policy Limit
\$ _____ Disease, Each Employee

.2 Comprehensive or Commercial General Liability (Including Premises-Operations; Independent Design/Builders' Protective; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury: \$ _____ Each Occurrence
\$ _____ Aggregate
- (b) Property Damage \$ _____ Each Occurrence
\$ _____ Aggregate
- (c) Products and Completed Operations to be maintained for years after final payment: \$ _____ Aggregate
- (d) Property Damaged Liability Insurance shall provide X, C and U coverage.
- (e) Broad Form Property Damage Coverage shall include Completed Operations.

.3 Contractual Liability:

- (a) Bodily Injury \$ _____ Each Occurrence
\$ _____ Aggregate
- (b) Property Damage \$ _____ Each Occurrence
\$ _____ Aggregate

.4 Personal Injury, with Employment Exclusion deleted:

\$ _____ Aggregate

.5 Business Auto Liability (including owned, non-owned and hired vehicles):

- (a) Bodily Injury \$ _____ Each Person
\$ _____ Each Occurrence
- (b) Property Damage \$ _____ Each Occurrence

.6 If the General Liability Coverages are provided by a Commercial Liability policy, the:

- (a) General Aggregate shall be not less than \$_____ and it shall apply, in total, to this Project only.
- (b) Fire Damage Limit shall be not less than \$_____ on any one fire.
- (c) Medical Expense Limit shall be not less than \$_____ on any one person

.7 Umbrella Excess Liability:

- \$_____ over primary insurance
- \$_____ retention for self-insured hazards each occurrence.

.8 If an exposure exists, Aircraft Liability (owned and non-owned) and Watercraft Liability (owned and non-owned) with limits approved by the Owner shall be provided.

Delete the last sentence in subparagraph A.11.4.3.

Delete subparagraph A.11.4.5.

Delete subparagraph A.11.4.7.

Add the following subparagraphs to subparagraph A.11.5.1:

A.11.5.1.1 The Design/Builder shall furnish the Owner Bonds covering faithful performance of the Contract and payment of obligations arising thereunder with such bonds dated on or before the date of this agreement. The surety company executing the Bonds must hold a certificate of authority as an acceptable surety on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the State where the Project is located. The Bonds (using the latest AIA forms) shall each be equal to the amount of the Contract Sum. The cost of these Bonds shall be included in the Contract Sum.

A.11.5.1.2 The Design/Builder shall require the attorney-in-fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current power of attorney.

A.11.5.1.3 If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, the Design/Builder shall within ten (10) calendar days after notice from the Owner to do so, substitute an acceptable Bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums of such Bond shall be paid by the Design/Builder. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

ARTICLE A.13: MISCELLANEOUS PROVISIONS

Add the following paragraphs A.13.7 through A.13.11.1 to Article A.13.

A.13.7 EQUAL OPPORTUNITY REQUIREMENTS - Non-discrimination in Employment by Federally Assisted Construction Contractors, by Executive Order 11246.

A.13.7.1 This section summarized Executive Order 11246, as amended, which prohibits employment discrimination and requires employers holding non-exempt Federal contracts and subcontracts and federally-assisted construction contracts and subcontracts in excess of \$10,000 to take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin. The Executive Order requires, as a condition for the approval of any federally assisted construction contract, that the applicant incorporate nondiscrimination and affirmative action clauses into its non-exempt federally assisted construction contracts.

A.13.7.2 Executive Order 11246, as amended, is administered and enforced by the Office of Federal Contract Compliance Programs (OFCCP), an agency in the U.S. Department of Labor's Employment Standards Administration. OFCCP has issued regulations at 41 CFR chapter 60 implementing the Executive Order. The regulations at 41 CFR part 60-4 establish the procedures which the Agency, as an administering agency, must follow when making grants, contracts, loans, insurance or guarantees involving federally assisted construction which is not exempt from the requirements of Executive Order 11246. The regulations which apply to Federal or federally assisted construction contractors also are published at 41 CFR part 60-4.

A.13.7.3 OFCCP has established numerical goals for minority and female utilization in construction work. The goals are expressed in percentage terms for the contractor's aggregate workforce in each trade. OFCCP has set goals for minority utilization based on the percentage of minorities in the civilian labor force in the relevant area. There is a single nationwide goal of 6.9 percent for utilization for women. The goals to all construction work in the covered geographic area, whether or not it is federal, federally assisted or non-federal. A notice advises bidders of the applicable goals for the area where the project is to be located.

A.13.7.4 Application. This section applies to all of a construction contractor's or subcontractor's employees who are engaged in on-site construction including those construction employees who work on a non-Federal or non-Federally assisted construction site.

A.13.7.4.1 Agency officials will notify the appropriate Regional Director of OFCCP that an Agency financed construction contract has been awarded, and that the equal opportunity clauses are included in the contract documents.

A.13.7.4.2 The Regional Director, OFCCP-DOL, will enforce the non-discrimination requirements of Executive Order 11246.

A.13.7.4.3 The prospective contractor or subcontractor must comply with the Immigration Reform and Control Act of 1986 by completing and retaining Form I-9, "Employment Eligibility Verification," for employees hired. This form is available from the Immigration and Naturalization Service, and Department of Justice.

A.13.7.4.4 The prospective contractor or subcontractor must submit Form RD 400-6, "Compliance Statement," to the applicant and an Agency official as part of the bid package, prior to any contract bid negotiations and comply with the Executive Order 11246 as stated in the contract documents.

A.13.8 STATUTES

A.13.8.1 The Design/Builder and each subcontractor shall comply with the following statutes (and the regulations issued pursuant thereto, which are incorporated herein by reference):

A.13.8.2 The Design/Builder agrees to abide by the requirements of 7 CFR part 3017 and under Executive Order 12549, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. If the total compensation exceeds \$25,000, the Design/Builder shall complete the relevant certification form provided by the Owner.

A.13.8.3 If applicable, the Design/Builder shall comply with Section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (7 CFR 3018 and DR 2400-5). This Law pertains to restrictions on lobbying and applies to the recipients of Contracts and Subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Design/Builder must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding for this Contract. The certification and disclosure forms shall be provided by the Owner.

A.13.8.4 Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person in connection with the construction to give up any part of the compensation to which the person is otherwise entitled.

A.13.8.5 Clean Air Act (42 U.S.S. 7414), section 114, and the Water Pollution Control Act (33 U.S.C. 1813), section 308. Under Executive Order, 11738 and Environmental Protection Agency (EPA) regulations 40 CFR part 15, all Contracts in excess of \$100,000 are required to comply with these Acts. The Acts require the Contractor to:

A.13.8.5.1 Notify the Owner of the receipt of any communication from EPA indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities,

A.13.8.5.2 Certify that any facility to be utilized in the work by any nonexempt contractor or subcontractor is not listed on the EPA list of Violating Facilities as of the date of the Contract Award.

A.13.8.5.3 Include or cause to be included the above criteria and requirements of clauses A.13.3.5.1 and A.13.3.5.2 in every nonexempt Subcontract, and that the Contractor will take such actions as the Agency may direct as a means of enforcing such provisions.

A.13.8.6 The Contractor shall be required to comply with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333) entitled "Safety and Health Regulations for Construction" (29 CFR Part 1926) to the extent that any resulting Contract involves construction.

A.13.9 ENVIRONMENTAL REQUIREMENTS

A.13.9.1 Mitigation Measures - The Design/Builder shall comply with applicable mitigation measures established in the environmental assessment for the project. These may be obtained from the Agency representative.

A.13.9.2 The Design/Builder, when constructing a Project involving trenching, excavating, or other earth moving activity, shall comply with the following environmental constraints:

A.13.9.2.1 Endangered Species, Historic Preservation, Human Remains and Cultural Items, Hazardous Materials, and Paleontology - Any excavation or other earth moving activity by the Design/Builder that provides evidence of the presence of endangered or threatened species or their critical habitat, uncovers a historical or archaeological artifact, human remains or cultural items, hazardous materials, a fossil or other paleontological materials will require the Design/Builder to:

- .1 Temporarily stop work;
- .2 Provide immediate notice to the Architect and the Agency, and in the case of potentially hazardous materials, provide immediate notice to local first responders and take such measures as necessary to protect the public and workers;
- .3 Take reasonable measures as necessary to protect the discovered materials or protected resource;

.4 Abide by such direction as provided by the Agency, or Agencies responsible for resource protection or hazardous materials management; and

.5 Resume work only upon notice from the Architect and the Agency.

A.13.10 Compliance with all Federal, State, and local requirements effective on the contract execution date will be the responsibility of the Design/Builder.

A.13.11 RECORDS

A.13.11.1 If the Contract is based on a negotiated Bid, the Owner, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Design/Builder which are directly pertinent to a specific Federal loan program for the purpose of making audit, examination, excerpts, and transcriptions. The Design/Builder shall maintain records for at least three years after the Owner makes final payment and all other pending matters are closed.

A.14 TERMINATION OR SUSPENSION OF THE DESIGN/BUILD CONTRACT

Insert the words "as mutually agreed" after "Contract Sum" in the first sentence of subparagraph A.14.3.2.

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