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FOR SUPPLEMENTARY CONDITIONS**

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (ENGINEERs Joint Contract Documents Committee No. 1910-8, 1996 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect

GENERAL CONDITIONS

ARTICLE 1 -- DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

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

ARTICLE 2 -- PRELIMINARY MATTERS

SC-2.02 Copies of Documents

Amend the first sentence of paragraph 2.02.A to read as follows:

OWNER shall furnish to CONTRACTOR up to 5 copies of the Contract Documents as are reasonably necessary for execution of the Work.

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

SC-3.03 Reporting and Resolving Discrepancies

Add the following new paragraph immediately after paragraph 3.03.A.1:

2. In case of discrepancy, calculated dimensions will govern over scaled dimensions, Drawings will govern over Standard Specifications, and Construction Specifications will govern over both Drawings and Standard Specifications. The CONTRACTOR shall take no advantage of any apparent error or omission in the Drawings or Construction Specifications, and the ENGINEER will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

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

SC-4.01 Availability of Lands

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

D. If corporate or private property interferes with the Work, CONTRACTOR shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection or disposition of such property.

CONTRACTOR shall furnish the ENGINEER with copies of such notifications and with copies of any agreements between the CONTRACTOR and the property owners concerning such protection or disposition.

E. CONTRACTOR shall take all necessary precautions for the protection of corporate or private property, such as walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage facilities, overhead structures of public utilities, trees, shrubbery, crops, and fences contiguous to the work, of which the Contract does not provide for removal. CONTRACTOR shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey Monuments, or other similar monuments, until OWNER, or an authorized Surveyor or agent has witnessed or otherwise referenced their location or relocation. CONTRACTOR shall notify the ENGINEER of the presence of any such survey or property monuments as soon as they are discovered.

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

G. Whenever public or private property is so damaged or destroyed, the CONTRACTOR shall at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the CONTRACTOR shall otherwise make good such damage or destruction in an acceptable manner. If the CONTRACTOR fails to do so, the ENGINEER may, after giving the CONTRACTOR notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the CONTRACTOR under its Contract.

SC-4.02 Subsurface and Physical Conditions

Add the following language immediately after paragraph 4.02.B.3:

C. No site-specific geotechnical investigation was prepared for this project.

SC-4.04 Underground Facilities

Add the following new paragraphs immediately after paragraph 4.04.B.2:

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

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

NV Energy
875 E. Long Street
Carson City, NV 89706
(775) 834-2930

Frontier
1520 Church Street
Gardnerville, NV 89410
(775) 782-0969

Southwest Gas Corporation
P.O. Box 1190
Carson City, NV 89701
(775) 887-2723

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

Kingsbury GID
255 Kingsbury Grade
Staeline, NV 89449
(775) 588-3548

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

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

SC-4.05 Reference Points

Add the following new paragraphs immediately after paragraph 4.05.A:

- B. OWNER shall be responsible for all construction surveying for this project. All construction surveying will be made under the direct supervision of a Professional Land Surveyor licensed in the State of Nevada, who shall be designated as the Project Surveyor.
- C. The OWNER shall be responsible for directing the Project Surveyor to establish all survey control staking to accomplish the work within the tolerances established in the Specifications and the requirements of the Nevada Administrative Code for Construction Surveys, Sections 625.760, 625.770, 625.775, 625.780, 625.785.
 - a. The survey control staking will be provided by the OWNER within two (2) business days of request by Contractor.
 - b. The OWNER will provide one set of preliminary survey stakes to identify the project limits; one set of rough survey control stakes and one set of final survey control stakes at off-sets indicated by the CONTRACTOR. The CONTRACTOR shall be responsible for ensuring the site is properly prepared in advance of the Surveyor arriving on-site.
 - c. Any re-staking costs will be borne by the CONTRACTOR.

- D. The OWNER shall be responsible for directing the Project Surveyor to conduct as-built surveys to obtain the final conditions of the finished project as needed to complete the as-built drawings.

ARTICLE 5 -- BONDS AND INSURANCE

SC-5.02 Licensed Sureties and Insurers

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

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

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

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

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

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

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

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

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

€ Each Occurrence \$1,000,000

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

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

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

a. Bodily Injury:
Each person \$1,000,000
Each Accident \$1,000,000

b. Property Damage:
Each Accident \$1,000,000
Annual Aggregate \$2,000,000

5. Include the following as additional insureds on the policy:

a. R.O. Anderson ENGINEERING, Inc.
1603 Esmeralda Avenue
Minden, NV 89423

SC-5.04.C CONTRACTOR'S Liability Insurance

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

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

SC-5.06.A Property Insurance

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

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

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents

and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage, and any other perils or causes of loss that may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of ENGINEERS and ENGINEERS);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that the materials and equipment have been included in an application for payment recommended by ENGINEER; and

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

SC-5.06.B Property Insurance

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

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

SC-5.06.C Property Insurance

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

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

SC-5.06.D Property Insurance

Delete paragraph 5.06.D in its entirety.

SC-5.06.E Property Insurance

Delete paragraph 5.06.E in its entirety.

SC-5.07.A Waiver of Rights

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

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered by the policy. All policies must contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

SC-5.08.A Receipt and Application of Insurance Proceeds

Delete paragraph 5.08.A in its entirety.

SC-5.08.B Receipt and Application of Insurance Proceeds

Delete paragraph 5.08.B in its entirety.

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITY

SC-6.08 Permits

- A. The Owner will provide the following permits and associated fees for construction:
 - a. Building Permit from Douglas County Community Development
- B. The CONTRACTOR is responsible for obtaining all other permits and paying all associated fees for this project.

SC-6.09 Laws and Regulations

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

D. Workers Compensation Coverage.

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

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

Carson Valley Swim Center
1600 SR 88
Minden, Nevada 89423

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

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

F. NRS 338.147 Award of Contract; Determination of Best Bid. The statutes of NRS 338.147 apply. The CONTRACTOR's attention is directed to the following requirements of NRS 338.147:

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

a. At least 50 percent (50%) of all workers employed on the Project, including without limitation, any employees of the CONTRACTOR, applicant or design-build team and of any subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles.

b. All vehicles used primarily for the Project will be:

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

(ii.) Registered in the State of Nevada.

c. At least 50 percent of the design professionals working on the Project, including, without limitation, any employees of the CONTRACTOR, applicant or design-build team and of any subcontractor engaged on the Project, will have a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles.

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

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

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

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

H. Historic Preservation. The CONTRACTOR's attention is directed to the following sections of the Nevada Revised Statutes concerning historic preservation:

1. 383.121 Intergovernmental cooperation required.

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

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

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

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

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

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

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

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

c. If the Indian burial site is located on public land and action is necessary to protect the burial site from immediate destruction, the division may cause a professional archeologist to excavate the site and remove all artifacts and human remains associated with the site for subsequent re-internment, following scientific study, under the supervision of the Indian tribe.

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

(i.) By a professional archeologist;

(ii.) After written notification to the administrator; and

(iii.) With the prior written consent of the appropriate Indian tribe. Failure of a tribe to respond to a request for permission within 60 days after its mailing by certified mail, return receipt requested, shall be deemed consent to the excavation.

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

I. If blasting or use of explosives is necessary for prosecution of Work, the CONTRACTOR shall provide the ENGINEER with a blasting plan in compliance with OSHA,

State, County and local regulations, laws, ordinances, and requirements. CONTRACTOR shall exercise the utmost care not to endanger life or property. CONTRACTOR shall be responsible for all damage resulting from the use of explosives. CONTRACTOR shall notify each property owner and utility company having structures or facilities in proximity to the site of the work of its intentions to use explosives. Such notice shall be given sufficiently in advance to enable the utility companies to take such steps as they may deem necessary to protect their property from injury.

SC-6.12.B Record Documents

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

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

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

The As-built marked prints shall be delivered to the ENGINEER at the time of final inspection for ENGINEER's review and approval. All approval and acceptance of As-built drawings shall be accomplished before final payment is made to the CONTRACTOR.

SC-6.13 Safety and Protection

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

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

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

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

ARTICLE 9 -- ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.08.A Determination for Unit Prices

Delete paragraph 9.08.A in its entirety and insert the following in its place:

ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions).

Article 11 -- COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

SC-11.01.A.5.c Cost of the Work

Add the following language to the end of paragraph 11.01.A.5.c:

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

ARTICLE 11 -- CHANGES OF CONTRACT PRICE

SC-11.01.A.5.f Cost of the Work

Amend the first sentence of paragraph 11.01.A.5.f to read as follows:

Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work, provided such losses and damages have resulted from causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

SC-11.03.C Unit Price Work

Delete paragraph 11.03.C in its entirety.

SC-11.03.C.1 Unit Price Work

Delete paragraph 11.03.C.1 in its entirety.

SC-11.03.C.2 Unit Price Work

Delete paragraph 11.03.C.2 in its entirety.

SC-11.03.C.3 Unit Price Work

Delete paragraph 11.03.C.3 in its entirety.

ARTICLE 13 -- TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.03 Tests and Inspections

Add the following new paragraph immediately after paragraph 13.03.B.3:

4. that costs incurred by OWNER due to retesting, re-inspection, re-staking or standby time due to unacceptable materials, or workmanship provided by the CONTRACTOR, or due to poor scheduling by the CONTRACTOR of tests of inspections, will be deducted from the payments to the CONTRACTOR. CONTRACTOR shall stop work as necessary to allow for inspections and tests by OWNER and ENGINEER.

SC-13.03.G Tests and Inspections

Add the following new paragraph immediately after paragraph 13.03.F:

G. The Owner intends to provide inspection for the project. The inspector will be available during a forty (40) hour period during the week from Monday through Friday. In the event the CONTRACTOR receives permission from the OWNER and elects to work more than forty hours during the week or more than 10 hours in one day, or on a Saturday, Sunday, or legal holiday, the CONTRACTOR shall be responsible for all inspection, ENGINEERING and testing costs incurred during that period. For all inspection and testing work performed on Saturday, Sunday, or legal holidays the minimum chargeable time shall be four (4) hours. The Owner reserves the right to deduct these inspection, ENGINEERING, and testing costs directly from the CONTRACTOR'S payments.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.A.1 Application for Progress Payment

Add the following language to the end of paragraph 14.02.A.1:

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

SC-14.02.C Payment Becomes Due

Delete paragraph 14.02.C.1 in its entirety and insert the following in its place:

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

SC-14.02.E. Progress Payments:

Add the following new paragraphs immediately after paragraph 14.02.D.3:

E. Progress payments will be made in accordance with NRS 338.515.

F. CONTRACTOR shall comply with NRS 338.550 through NRS 338.570 regarding payments made by CONTRACTOR to subcontractors and suppliers.

ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION

SC-15.01 OWNER May Suspend Work:

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

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

C. No claim under paragraphs 15.01.A or 15.01.B shall be allowed unless the amount claimed is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but no later than the date of application for final payment under the contract.

SC-15.03 OWNER May Terminate for Convenience:

Add the following new paragraphs immediately after paragraph 15.03.B:

C. This Contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the CONTRACTOR is given written notice (delivered by certified

mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

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

E. Upon receipt of a termination action under paragraphs 15.03.C or 15.03.D above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, Drawings, Specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract, whether completed or in process.

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

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

SC-15.04 CONTRACTOR May Stop Work or Terminate:

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

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

ARTICLE 16 -- DISPUTE RESOLUTION

SC-16.01--Methods and Procedures

Add the following new paragraph immediately after paragraph 16.01.A:

B. Pursuant to NRS 388.150(1) and (2), any dispute between OWNER and CONTRACTOR, which cannot be settled otherwise, will be arbitrated in accord with arbitration rules administered by either the American Arbitration Association or the Nevada Arbitration Association. OWNER will select which arbitration rules will be used to settle these disputes.

ARTICLE 17 -- MISCELLANEOUS

Add the following new paragraph immediately after paragraph 17.05:

SC-17.06 Access To Records

A. At all times during regular business hours and as often as the State of Nevada requires, CONTRACTOR shall provide full and free access to the OWNER, ENGINEER, and State of Nevada to any books, documents, papers, and records related to the work for the purpose of examination, audit, and duplication. The CONTRACTOR shall maintain all required accounts, records, and books for three years after final completion of the work.

Other Supplementary Conditions that may be used

ARTICLE 17 -- MISCELLANEOUS

Add the following new paragraphs immediately after paragraph 17.05:

SC-17.06 Road Closures and Traffic Delays

A. Closure of public roads in order to facilitate construction will not be permitted. Any temporary Traffic control is per NDOT requirements. CONTRACTOR shall notify the OWNER 7 days in advance of any delays, and the following agencies two working days in advance of any anticipated traffic delays:

Douglas County Sheriff's Department:	782-9935
East Fork Fire District:	782-9040
Douglas County Paramedics:	782-9044
Douglas County Parks & Recreation:	782.9829

SC-17.07 Construction Water

Add the following new paragraph immediately after paragraph 17.07.B:

A. CONTRACTOR shall be responsible for obtaining, delivering and paying for intended use construction water from an approved hydrant from any of the local water purveyors at the contractors cost