Document A111TM – 1997

Standard Form of Agreement Between Owner and Contractor

where the basis for payment is the COST OF THE WORK PLUS A FEE with a negotiated Guaranteed Maximum Price

AGREEMENT made as of the Twenty-Fifth day of September in the year Two

Thousand and Seven

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

Diamond Jo, LLC 3rd Street Harbor P. O. Box 1750 Dubuque, Iowa 52001

and the Contractor:

(Name, address and other information)

Conlon Construction Co. 1100 Rockdale Road (52003) P. O. Box 3400 Dubuque, Iowa 52004-3400

The Project is: (Name and location)

New Casino Facility Diamond Jo Casino Dubuque, Iowa

The Architect is: (Name, address and other information)

YWS Architects 5005 West Patrick Lane Las Vegas, Nevada 89118

The Owner and Contractor 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. And dditions 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is not intended for use in competitive bidding.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by the Associated General Contractors of America.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 15. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the datewill be fixed in a notice to proceed.)

(Paragraphs deleted)

Date of Commencement is July 18, 2007.

- § 4.2 The Contract Time shall be measured from the date of commencement.
- § 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (Paragraphs deleted)

October 31, 2008, based on 100% for construction documents provided to contractor. The actual substantial completion date to be finalized through Change Order No. 1.

4.3.1 Liquidated damages of \$10,000 per day will be established once the construction documents are 100% complete and Change Order No. is finalized. The actual substantial completion date to be finalized through Change Order No. 1.

Portion of Work Substantial Completion date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

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

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ARTICLE 5 BASIS FOR PAYMENT

§ 5.1 CONTRACT SUM

§ 5.1.1 The Owner shall pay the Contract or the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.2 The Contractor's Fee is:

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

Contractor's Fee is three and a half percent (3.5%) of the Cost of the Work. Upon acceptance by the Owner of the Guaranteed Maximum Price, the Contractor's Fee will become fixed. Any additions, for changes in work, would be charged at the actual Cost of the Work plus the 3.5% Contractor's Fee.

§ 5.2 GUARANTEED MAXIMUM PRICE

§ 5.2.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed Nineteen Million, Two Hundred Eighty-Three Thousand, One Hundred Ninety-Five Dollars and 75/cents (\$19,283,195.75), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner - per Exhibit A for reference only. The GMP is not a line item GMP, rather a total Lump Sum GMP. A savings cost and allocation of contingency to be stipulated in Change Order No. 1.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

N/A

5.2.3 Unit prices, if any, are as follows	ì	5.2.3	Unit	prices,	if any,	are as	follows
-------------------------------------------	---	-------	------	---------	---------	--------	---------

Description	Units	Price (\$0.00)
N/A		
IV/A		

§ 5.2.4 Allowances, if any, are as follows

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Refer to Exhibit B.

Allowance Amount (\$0.00) Included items

§ 5.2.5 Assumptions, if any, on which the Guaranteed Maximum Price is based are as follows:

Refer to Exhibit C – Listing of Assumptions Refer to Exhibit D – Design Development Estimate

§ 5.2.6 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

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ARTICLE 6 CHANGES IN THE WORK

- § 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-1997.
- § 6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-1997 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Section 7.3.6 of AIA Document A201-1997 shall have the meanings assigned to them in AIA Document A201-1997 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
- § 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-1997 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the terms "fee" and "a reasonable allowance for overhead and profit" shall mean the Contractor's Fee as defined in Section 5.1.2 of this Agreement.

(Paragraphs deleted)

ARTICLE 7 COSTS TO BE REIMBURSED - AND INCLUDED IN GMP

§ 7.1 COST OF THE WORK

The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.2 LABOR COSTS

- § 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's approval, at off-site workshops, including fee of 7.5% for self-performed work.
- § 7.2.2 Wages or salaries of the Contractor's project management, supervisory and administrative personnel when stationed at the site with the Owner's approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 14 the personnel to be included and whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

- § 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- § 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.3 SUBCONTRACT COSTS

§ 7.3.1. Amounts properly billed by Subcontractors for work which has been approved by the Contractor in accordance with the Subcontract.

(Paragraphs deleted)

§ 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

- § 7.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- § 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.
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- § 7.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.
- § 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.
- § 7.5.3 Costs of removal of debris from the site.
- § 7.5.4 Costs of document reproductions, photographs, facsimile transmissions and long-distance telephone calls, cellular phones, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- § 7.5.5 That portion of the reasonable expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.
- § 7.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the Owner.

§ 7.6 MISCELLANEOUS COSTS

- § 7.6.1 That portion of insurance and bond premiums that can be directly attributed to this Contract:
- § 7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.
- § 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.
- § 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-1997 or other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.
- § 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17.1 of AIA Document A201-1997 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.
- § 7.6.6 Data processing costs related to the Work, including all hardware and software costs.
- § 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Contract Documents.
- § 7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor in the performance of the Work and with the Owner's prior written approval; which approval shall not be unreasonably withheld.
- § 7.6.9 Expenses incurred in accordance with the Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner.
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- 7.6.10 Cost of necessary safety equipment, supplies, drug testing, and associated safety procedures.
- 7.6.11 Off site storage warehousing and fabricating, if necessary.
- 7.6.12 Meals and lodging while conducting business for the Project.
- 7.6.13 Costs incurred after completion of the Project for warranty items that cannot be billed to subcontractors.

§ 7.7 OTHER COSTS AND EMERGENCIES

§ 7.7.1 Any cost not specifically excluded by Article 8, which Contractor incurs in the performance of the Work or furtherance of the Project.

(Paragraphs deleted)

- § 7.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.6 of AIA Document A201-1997.
- § 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recoverable by the Contractor from insurance, sureties, Subcontractors or suppliers.

ARTICLE 8 COSTS NOT TO BE REIMBURSED - OR NOT INCLUDED IN THE GMP

- § 8.1 The Cost of the Work shall not include:
- § 8.1.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Sections 7.2.2 and 7.2.3 or as may be provided in Article 14. See Article 14.6.
- § 8.1.2 Expenses of the Contractor's principal office and offices other than the site office.

- § 8.1.3 Overhead and general expenses, except as may be expressly included in Article 7.
- § 8.1.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
- § 8.1.5 Rental costs of machinery and equipment, except as specifically provided in Section 7.5.2.
- § 8.1.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure to fulfill a specific responsibility of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
- § 8.1.7 Any cost not specifically and expressly described in Article 7.
- § 8.1.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

- § 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.
- § 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.
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ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

- § 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons or entities from whom the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.
- § 10.2 If a specific bidder among those whose bids are delivered by the Contractor to the Architect (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.
- § 10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
- **10.4** Notwithstanding the above, Owner and Contractor agree that there has been a partnered effort in attempting to meet the Owner's budgets by select Subcontractors. Owner and Contractor further agree that the following preferred Subcontractors will be selected by the Contractor:

Blackhawk Foundation Co. Drake-Williams Steel Modern Piping Giese Companies Paulson Electric Co.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to, and shall be permitted to audit and copy, the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 PROGRESS PAYMENTS

- § 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the Tenth (10) day of the month, or as follows:
- § 12.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth (15th) day of a month, the Owner shall make payment to the Contractor not later than the Fifteenth (15th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30 (Thirty) days after the Architect receives the Application for Payment.
- § 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, material invoices, subcontract invoices, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence

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required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment. The Contractor shall provide all backup information no later than 30 days after submission of pay requests.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values approved by the Contractor, Owner, and Architect, in accordance with the Contract Documents and submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and the Owner, may require. This schedule, unless objected to by the Architect and the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997:
- .2 add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 add the Contractor's Fee, less retainage of Ten Percent (10%). The Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Section 5.1.2 or, if the Contractor's Fee is stated as a fixed sum in that Subparagraph, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 subtract the aggregate of previous payments made by the Owner;
- .5 subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
- .6 subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.
- § 12.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retainage of not less than Ten Percent (10%) See Article 14.6. The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontractors.
- § 12.1.9 In taking action on the Contractor's Applications for Payment, the Architect or the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect or Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect or Owner

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has made exhaustive or continuous on-site inspections or that the Architect or Owner has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 12.2 FINAL PAYMENT

- § 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect after approval by the Owner
- § 12.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:
- § 12.2.3 The Owner's accountants will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the

Architect by the Contractor. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-1997. The time periods stated in this Section 12.2.3 supersede those stated in Section 9.4.1 of the AIA Document A201-1997.

- § 12.2.4 If the Owner's accountants report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to demand arbitration of the disputed amount without a further decision of the Architect. Such demand for arbitration shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment; failure to demand arbitration within this 30-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Contractor. Pending a final resolution by arbitration, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.
- § 12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, which was not otherwise the responsibility of the Contractor to install, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Section 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

ARTICLE 13 TERMINATION OR SUSPENSION

- § 13.1 The Contract may be terminated by the Contractor, or by the Owner for convenience, as provided in Article 14 of AIA Document A201-1997. However, the amount to be paid to the Contractor under Section 14.1.3 of AIA Document A201-1997 shall not exceed the amount the Contractor would be entitled to receive under Section 13.2 below, except that the Contractor's Fee shall be calculated as if the Work had been fully completed by the Contractor, including a reasonable estimate of the Cost of the Work for Work not actually completed.
- § 13.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A201-1997. The amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A201-1997 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:
- § 13.2.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

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- § 13.2.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- § 13.2.3 Subtract the aggregate of previous payments made by the Owner.
- § 13.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.
- § 13.4 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-1997 except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.2 and Section 6.4 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

- § 14.1 Where reference is made in this Agreement to a provision AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- § 14.2 Payments due and unpaid under the Contract from either the Contractor of the Owner to the other shall bear interest at a rate per annum equal to the prime rate plus two percent (2%).

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 14.3 The Owner's representative is: (Name, address and other information.)

Mr. Kevin Fontenot Executive Director Construction & Development Diamond Jo, LLC P. O. Box 1750 Dubuque, Iowa 52004

§ 14.4 The Contractor's representative is: (*Name, address and other information.*)

Mr. Ben Roush Project Manager Conlon Construction Co. 1100 Rockdale Road Dubuque, Iowa 52003

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§ 14.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.
§ 14.6 Other provisions:
Once project reaches 50% completion, Total Retainage withheld will be reduced to5%.
Certain key staff personnel located in our main office will be included in our final GMP cost. The salaries of these individuals, plus labor burden, will be charged to the job as reimbursable costs for time spent directly on this project.
ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS
§ 15.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
§ 15.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A111-1997.
§ 15.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997, as modified as attached hereto and executed by Owner and Contractor.
(Table deleted) (Paragraph deleted)
§ 15.1.4 The Specifications are those contained in the Project Manual dated as in Section 15.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Title of Specifications exhibit: See Exhibit E.
(Table deleted)
§ 15.1.5 The Drawings are as follows, and are dated unless a different date is shown below: (Either list the Drawings here or refer to an exhibit attached to this Agreement.) Title of Drawings exhibit: See Exhibit E. (Table deleted)
§ 15.1.6 The Addenda, if any, are as follows:
Number Date Pages
Design Development No. 1 as enumerated in Exhibit E.
Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 15.
§ 15.1.7 Other Documents, if any, forming part of the Contract Documents are as follows: (List here any additional documents, such as a list of alternates that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Document unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
Exhibit A - Budget Breakdown Exhibit B - List of Allowances Exhibit C - Assumptions and Clarifications Exhibit D - Design Development Estimate Exhibit E - Drawing/Specification Log Exhibit G - Insurance Certificate
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(List required limits of liability for insurance and bonds. AIA Document A201-1997 gives other specific requirements for insurance and bonds.)

Type of insurance Limit of liability (\$0.00)

Insurance Certificate per Exhibit G

ARTICLE 16 INSURANCE AND BONDS

CONLON CONSTRUCTION CO.

/s/ Jonathan Swain	Timothy J. Conlon				
OWNER (Signature)	CONTRACTOR (Signature)				
Jonathan Swain, COO	Timothy J. Conlon, Vice-President				
(Printed name and title)	(Printed name and title)				

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"EXHIBIT A"

DUDGET

DIAMOND JO CASINO BUDGET BREAKDOWN ALLOWANCE VS FIRM PRICING JUNE 8th, 2007

> For Contract 6/22/2007

				BUDGET		ORIGNAL	
ITEM		FIRM COST		ALLOWANCE		CONTRACT	
General Conditions	_	\$ 3,324,520.00			\$	675,000.00	
Cast-In-Place Concrete		\$ 2,077,953.00	\$	519,489.00	\$	2,597,442.00	
Masonry		\$ 1,407,960.00	\$	248,464.00			
Steel		\$ 3,530,999.00	\$	882,750.00	\$	4,413,749.00	
Cold Form Metal Stud		\$ 1,200,000.00	\$	300,000.00	\$	1,500,000.00	
Woods & Plastic		\$ 165,000.00	\$	2,687,269.00			
Thermal/Moisture Protection		\$ 1,818,800.00	\$	541,848.00			
Doors, Frames & Hardware		\$ _	\$	905,412.00			
Finishes		\$ 1,100,000.00	\$	2,728,619.00			
Specialties			\$	483,629.00			
Equipment		\$ 9,000.00	\$	2,726,087.00			
Furnishings		\$ _	\$	779,808.00			
Bowling Lanes		\$ 1,320,000.00					
Elevators		\$ 1,060,000.00					
Sprinkler			\$	444,625.00			
Plumbing		\$ 83,500.00		730,000.00	\$	285,000.00	
HVAC		\$ 3,000,000.00	\$	4,515,048.00	\$	3,673,468.00	
Electrical		\$ 4,225,700.00	\$	6,048,010.00	\$	1,261,000.00	
Earthwork		\$ 180,000.00	\$	2,351,711.00	\$	2,531,711.00	
					\$	16,937,370.00	
					\$	1,693,737.00	Contractor Contingency -10%
		\$ 24,503,432.00	\$	26,892,769.00	\$	18,631,107.00	Sub-Total
Contractor Fee - 3.5%		\$ 1,798,867.00			\$	652,088.75	Contractor Fee - 3.5%
	TOTAL:	\$ 26,302,299.00	\$	26,892,769.00	\$	19,283,195.75	TOTAL BEGINNING CONTRACT AMOUNT
		49.449	6	50.56%	6		
			\$	53,195,068.00			

GENERAL CONSTRUCTION CONSTRUCTION MANAGEMENT DESIGN/BUILD CONLON CONSTRUCTION CO. P.O. BOX 3400 DUBUQUE, IOWA 52004-3400 (563) 583-1724 FAX (563) 583-2162 www.conlonco.com

"EXHIBIT B"

The following is a list of allowances used for the Contract for the Diamond Jo Casino, based on the Design Development Drawings.

- 1. Concrete Allowance at Cash Room Ceiling of \$4,000.00
- 2. Duct bank concrete, not clearly shown, in the amount \$42,700.00. This amount is located in the "Cast-In-Place Concrete" section of the schedule of values.
- Mechanical pad concrete, not clearly shown, in the amount of \$9,000.00. This amount is located in the "Cast-In-Place Concrete" section of the schedule of values.
- 4. 10,700 sf of colored concrete along Bell Street, in the amount of \$75,435.00 has been included. This amount is located in the "Sitework" portion of the schedule of values.
- 5. 8,500 sf of regular sidewalk is included, in the amount of \$24,395.00 and is located in the "Sitework" portion of the schedule of values.

- 6. Decorative brick piers and steel fencing in the amount of \$131,100.00 is included in the "Sitework" portion of the schedule of values. This work is not clearly defined and this scope may change as documents progress.
- 7. Concrete bollards at the total allowance of \$9,000.00 is in the "Sitework" portion of the schedule of values.
- 8. Parking signs and bollards in the amount of \$3,000.00 is included in the "Sitework" portion of the schedule of values.

"EXHIBIT C – ASSUMPTIONS & CLARIFICATIONS"

If there are discreprencies between other contract documents and Exhibit C, Exhibit C shall take precedence.

- 1. The intent of this contract is to provide general conditions, mobilization, earthwork, Sitework, site utilities, auger cast foundations, site paving, cast-in-place concrete, structural steel, miscellaneous steel, cold formed metal framing (exterior walls), plumbing rough in, HVAC rough in and equipment purchase (when plans are available), electrical rough in. When such time that the remaining drawings are completed and released to us, we will provide the remaining costs, for the work associated with the revised drawings. When a contract amount for the remaining work and any adjustments to the existing contract amount are agreed upon, a change order adjusting the amount and finalizing the completion date, will be completed.
- 2. All testing required, as part of project, to be paid by Owner
- 3. The current design development estimate includes general conditions, from July 1, 2007 through September 30, 2007.
- 4. Building permit, foundation permits and storm water permit costs are not included in the general conditions. They will be a direct reimbursable cost to Conlon Construction Co.
- 5. Builders risk insurance to be provided by Owner.
- 6. Insurance requirements for this project to be as per Exhibit G.
- 7. A performance bond is not included.
- 8. The following back up information, from subcontractors, is to be used as assumptions and clarifications for the particular scope of work.
 - McDermott Excavating Including the cut/fill amounts shown, as the documents do not clearly define the new grading.
 - Blackhawk Foundation Co. Including the unit costs, as per quoted.
 - Drake Williams Steel Included proposal.
 - Email from Modern Piping Plumbing work through September 30, 2007.
 - Email from Giese Companies HVAC work through September 30, 2007.
 - Email from Paulson Electric Electrical work through September 30, 2007.
- An office trailer for the Owner's use will be provided and the cost is included in general conditions.
- 10. Chain link security fencing will be provided to secure site.
- 11. Gas service, electric service, phone service to be by others.
- 12. No design fees of any kind are included.
- 13. No exterior signage of any kind is included.
- 14. No utility tap or connection fees are included.
- 15. No utility service fees are included.

Diamond Jo Casino Design Development Base Bid

Project name DJ DD Base Bid 186788 sf

Report format Sorted by 'Location/Group phase/Phase' "Detail" summary Allocate addons

"EXHIBIT D — DESIGN DEVELOPMENT ESTIMATE"

Estimate Company					Standard Estimate Report DJ DD Base Bid											
Item Base Bid		Description	Takeoff Qty		La Unit Cost	Amount	Unit Cost	Material	Amount	Unit Cost		Subcontract Amount	Name	Equipment Amount	Other Amount	Total Amount
Base Bia																
011100.00		GENERAL REQUIREMENTS														
		Subcontractor														
011120.00	10	Corson General Conditions - Base Bid	1.00	isum	_	_	_		_	675,000.00	/isum	675,000 CCC				675,000
		Subcontractor										675,000				675,000
		GENERAL REQUIREMENTS				0			0			675,000		0	0	675,000
030000.00		CONCRETE														_
030010.00		Cast-in-Place Concrete														
050010.00	20	032100 Reinforcing Steel	345.00	tons	_	_	963.00	tons	332,235	_		— Corson		_	_	332,235
	20	032200 Mesh Reinforcing	1,210.00	sqy	_	_	21.40	sqy	25,894	_		— Weber		_	_	25,894
	20	033000 Cast-in-Place Concrete	5,670.00	cuyd	_	_	_		_	372.00	/cuyd	Weber 2,183,613 Concrete		_	_	2,183,613

		033000 Concrete safe Ceiling on														
	20 20	Metal Deck 033000 Duct Base Concrete	200.00 1.00		_	_	0.00		20.00 47,700.00		4,000 42,700	Corson		=	_	4,000 42,700
	20	033000 Mechanical Pad Concrete Cast-in-Place Concrete	1.00	isum	_	_	0.00	358,129	9,000.00			Corson		_		9,000 2,597,442
		CONCRETE				0		358,129			2,239,313			0	0	2,597,442
050000.00		METALS														
050010.00		Metals										Drake				
		051200 Structural Steel		isum	_	_	_	_	4,413,749.00	/isum		Drake		_	_	4,413,749
		052100 Steel Joists		isum	_	_	_	_				Williams Drake		_	_	
	10	053100 Steel Decking 054100 Cold Formed Metal		isum	_	_	_	_	1,500,000.00		1,500,000	Williams		_	_	1 500 000
		Framing 055000 Metal Fabrications		isum			_		1,300,000.00	/ISUIII		Drake Williams		_		1,500,000
		055100 Steel Stairs		isum	_	_	_	_				Drake Williams		_	_	
		055213 Pipe And Tube Railings	1.00	isum	_	_	_	_				Drake Williams	_	_		
	10	057000 Ornamental Metal	1.00	isum	_	_	_	_				Drake Williams	_	_	_	
		Metals									5,913,749					5,913,749
		METALS				0			0		5,913,749					5,913,749
								1								
220000.00		PLUMBING														
220600.00	10	Plumbing	166 700 00	-6					1 50	/-C	205.000.15					205.00
	10	220648 Plumbing - Base Bid Plumbing	166,788.00	sf	_	_	_	_	1.53	/sf	285,000 Mod 285,000	ern		_	_	285,000 285,000
		PLUMBING				0		0			285,000			0	0	285,000
230000.00		HVAC														
230500.00		HVAC						-				-				
230300.00	10	230500 HVAC - Base Bid HVAC	166,786.00	sf	_	_	_	_	19.67	/sf	3,673,468 Gies 3,673,468	2		_	_	3,673,468 3,673,468
		HVAC									3,673,468					3,673,468
• < 0.00						· ·		U			3,073,400			ŭ	U	3,073,408
260000.00		ELECTRICAL										-				
260500.00	10	Electrical 260500 Electrical - Base Bid	186,788.00	sf	_	_	_	_	6,751	/sf	1,261,000 Paul	son		_	_	1,261,000
		Electrical									1,261,000			_	_	1,261,000
		ELECTRICAL	10.			0		0			1,261,000			0	0	1,261,000
310000.00		EARTHWORK				1-1										
310010.00	10	Earthwork 310513 Soils for Earthwork	1.00						460,000.00	(i	460 000 M-D					460,000
		310513 Solis for Earthwork 310516 Aggregates for Earthwork	1.00		_	_	_	_	460,000.00	/isum	460,000 McD			_		460,000
		310000 Site Clearing & Demolition	1.00		_	_	_	_			• McD			_	_	
	15 20	312219 Finish Grading 312300 Excavation & Fill	1.00 1.00	isum isum	=	=	=	_	•		• McD • McD	ermott ermott		=	_	
		312333 Trenching & Backfilling	1.00		_	_	_	_			• McD	ermott		_	_	
	20	316213 Concrete Piers Earthwork	1.00	ısum	_	_	_	_		-	460,000		_	_		460,000
		EARTHWORK				0		0			460,000			0		460,000
320000.00		EXTERIOR														
	_	IMPROVEMENTS														
320010.00	10	Exterior Improvements 321116 Subbase Courses	1.00	isum	_	_	_	_			• McD	ermott		_		
	10	321200 Paving, Curb & Gutter 321300 Colored Concrete© St.	1.00		_	_	=	_	380,000.00 7.05	/isum /sf	380,000 Hors 75,435 Pat 0	feld		_	_	380,000 75,435
	20	321723 Pavement Markings 321300 Sidewalk	1.00		_	_	=	_		/isum /sf	6,500 CCC 24,395 MR			_	_	6,500 24,395
								2								
		328000 Irrigation Systems		isum	_	_	_	_		/isum	106,966 Nau			_	_	160,966
	30 30	329000 Planting 329000 Sodding	1.00 3,800.00	isum sqyd	=	_	=	_	•		• Nau			_	_	
	30 30	329000 Decorative Site Fence & Brick Piers 329000 Concrete Bollards	460.00 30.00	ton	_	_	_	_	285.00 300.00	/ton /each	131,100 Gies 9,000 CCC	e			_	131,100 9,000
	30	329000 Concrete Bollards 329000 Parking Sign & Poles 0320000 Auger Cast In Place	10.00		=	-	=	=		/each	3,000 CCC			_	_	3,000
_		Piles 0320000 Auger Cast Rebar Exterior Improvements	876.00 75.00				0.00	0	1,398,231 1,472.67	/each /ton	1,224,850 Blac 110,465 CCC 2,071,711			_		1,224,850 110,465 2,071,711
_		EXTERIOR IMPROVEMENTS				0		0			2,071,711			0	0	2,071,711
330000.00		UTILITIES														
330010.00	10	Utilities 331010 Water Utilities	1.00	isum							McDermott					
	10	331010 Water Utilities 333000 Sanitary Sewerage Utilities		isum	_		_	_			McDermott					
	10	334000 Storm Drainage Utilities		isum	_	_	_				McDermott		_	_		
	.0	UTILITIES	1.00								0					0
																Ĭ
		Base Bid				0		358,129			16,579,241			0	0	16,937,370

Sheet No.	Sheet Title/Description	Original Issue Date	DD Addendum Issue Date	Structural Update
	ARCHITECTURAL			
over	Cover Sheet	5/7/2007		
0.01	Information Sheet	5/7/2007		
0.02	General Notes	5/7/2007		
0.10	Wall Types	5/7/2007	5/25/2007	
0.11	Wall Types	5/7/2007	5/25/2007	
0.20	ANSI Information	5/7/2007		
0.21	ANSI Information	5/7/2007		
0.22	ANSI Information	5/7/2007		
0.23	Fire Proofing	5/7/2007		
0.50	Site Plan - Aerial	5/7/2007		
1.00	Site Plan	5/7/2007		
2.01	Level 1 Overall Floor Plan	5/7/2007		
2.02	Level Interstitial Overall Floor Plan	5/7/2007		
12.03	Level 2 Overall Floor Plan	5/7/2007		
12.04	Level 3 Overall Floor Plan	5/7/2007		
2.11	Level 1 Area A Floor Plan	5/7/2007		
2.12	Level 1 Area B Floor Plan	5/7/2007		
2.13	Level 1 Area C Floor Plan	5/7/2007		
2.14	Level 1 Area D Floor Plan	5/7/2007		
2.15	Level 1 Area E Floor Plan	5/7/2007		
2.23	Level Interstitial Area C Floor Plan	5/7/2007		
2.24	Level Interstitial Area D Floor Plan	5/7/2007		
2.31	Level 2 Area A Floor Plan	5/7/2007		
2.32	Level 2 Area B Floor Plan	5/7/2007		
2.33	Level 2 Area C Floor Plan	5/7/2007		
2.34	Level 2 Area D Floor Plan	5/7/2007		
12.35	Level 2 Area E Floor Plan	5/7/2007		
2.44	Level 3 Area D Floor Plan	5/7/2007		
2.51	Level 1 Area A Slab Plan	5/7/2007		
2.52	Level 1 Area B Slab Plan	5/7/2007		
2.53	Level 1 Area C Slab Plan	5/7/2007	5/25/2007	
2.54	Level 1 Area D Slab Plan	5/7/2007		
2.55	Level 1 Area E Slab Plan	5/7/2007		
2.63	Level Interstitial Area C Slab Plan	5/7/2007	5/25/2007	
2.64	Level Interstitial Area D Slab Plan	5/7/2007		
2.71	Level 2 Area A Slab Plan	5/7/2007		
2.72	Level 3 Area B Slab Plan	5/7/2007		
2.73	Level 3 Area C Slab Plan	5/7/2007	5/25/2007	
2.74	Level 3 Area D Slab Plan	5/7/2007		

Diamond Jo Casino Drawing Index - $\mathbf{EXHIBIT}~\mathbf{E}$

		Original	DD Addendum	Structural
Sheet No.	Sheet Title/Description	Issue Date	Issue Date	Update
2.73	Level 3 Area C Slab Plan	5/7/2007		
12.74	Level 3 Area D Slab Plan	5/7/2007		
12.75	Level 2 Area E Slab Plan	5/7/2007		
A3.01	Level 1 Overall RCP	5/7/2007		
A3.02	Level Interstitial Overall RCP	5/7/2007		
13.03	Level 2 Overall RCP	5/7/2007		
\3.11	Level 1 Area A RCP	5/7/2007		
13.12	Level 1 Area B RCP	5/7/2007		
13.13	Level 1 Area C RCP	5/7/2007		
13.14	Level 1 Area D RCP	5/7/2007		
A3.15	Level 1 Area E RCP	5/7/2007		
A3.23	Level Interstitial Area C RCP	5/7/2007		
A3.24	Level Interstitial Area D RCP	5/7/2007		
A3.31	Level 2 Area A RCP	5/7/2007		
A3.32	Level 2Area B RCP	5/7/2007		
A3.33	Level 2 Area C RCP	5/7/2007		
A3.34	Level 2 Area D RCP	5/7/2007		
13.35	Level 2 Area E RCP	5/7/2007		
4.01	Overall Roof Plan	5/7/2007	5/25/2007	
\5.10	Elevation - East	5/7/2007	5/25/2007	
5.11	A5.11 pdf		5/25/2007	
5.20	Elevation - South	5/7/2007	5/25/2007	
5.30	Elevation - West	5/7/2007	5/25/2007	
5.40	Elevation - North	5/7/2007	5/25/2007	
A6.01	Building Section 3-4	5/7/2007	5/25/2007	
A6.02	Building Section M-N	5/7/2007		
A6.03	Building Section C-D	5/7/2007		
A6.06	Building Section temp A6		5/25/2007	
16.21	Wall Sections	5/7/2007		
7.01	Stair Enlarged Plan	5/7/2007		
7.01	Stair Enlarged Plan	5/7/2007		
7.02	Stair Enlarged Plan	5/7/2007		
7.03	Stair Enlarged Plan	5/7/2007		
7.04	Stair Enlarged Plan	5/7/2007	5/25/2007	
A7.05	Stair Enlarged Plan	5/7/2007	5/25/2007	
17.06	Stair Enlarged Plan	5/7/2007		

A7.07	Stair Enlarged Plan	5/7/2007		
A7.08	Stair Enlarged Plan	5/7/2007		
A7.09	Stair Enlarged Plan	5/7/2007		
A7.11	Stair Enlarged Plan A7		5/25/2007	
A7.21	Elevator Enlarged Plan	5/7/2007		

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Sheet No. A7.22	Sheet Title/Description			
A 7 22		Issue Date	Issue Date	Update
	Elevator Enlarged Plan	5/7/2007		
A7.23	Elevator Enlarged Plan	5/7/2007		
A7.24	Escalator Enlarged Plan	5/7/2007		
A7.31	Restroom Enlarged Plan	5/7/2007		
A7.32	Restroom Enlarged Plan	5/7/2007		
A7.33	Restroom Enlarged Plan	5/7/2007		
A7.34	Restroom Enlarged Plan	5/7/2007		
A7.35	Restroom Enlarged Plan	5/7/2007		
A7.41	Enlarged Plan A7	5/25/2007		
A7.42	Lounge Enlarged Plan A7	5/25/2007		
A7.43	Lounge Enlarged Plan A7	5/25/2007		
A8.01	Wall Details	5/7/2007		
A8.02	Wall Details	5/7/2007		
A8.03	Wall Details	5/7/2007		
A8.10	Ceiling Details	5/7/2007		
A8.20	Roof Details	5/7/2007		
A8.21	Roof Details	5/7/2007		
A8.22	Roof Details	5/7/2007		
A8.31	Misc. Details	5/7/2007		
A8.32	Misc. Details	5/7/2007		
A8.33	Misc. Details	5/7/2007		
A8.41	Exterior Wall Details	5/7/2007		
A9.00	Door and Hardware Schedule	5/7/2007		
A9.01	Door Details	5/7/2007		
A9.02	Door Details	5/7/2007		
A9.50	Window Detail	5/7/2007		
A9.51	Window Detail	5/7/2007		
	LIFE SAFETY			
LS2.01	Level 1 Overall Floor Plan - Egress	5/7/2007		
LS2.02	Interstitial Overall Floor Plan - Egress	5/7/2007		
LS2.03	Level 2 Overall Floor Plan - Egress	5/7/2007		
	CIVIL/ LANDSCAPING			
C1.1	General Information Sheet	5/7/2007		
C2.1	Site Removals Plan	5/7/2007		
C3.1	Site Utility Plan	5/7/2007		
C4.1	Site Plan	5/7/2007		
C5.1	Site Paving Plan	5/7/2007		
C6.1	Site Landscape Plan	5/7/2007		
C6.2	Site Landscape Details	5/7/2007		
9950	Major Site Plan		5/25/2007	
Survey	Survey		5/25/2007	

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Charle Ma	Chara Trada Danas hadaa	Original	DD Addendum Issue Date	Structural
Sheet No.	Sheet Title/Description	Issue Date		Update
1 of 2	Storm Water Pollution Prevention Plan		5/25/2007	
2 of 2	Storm Water Pollution Prevention Plan		5/25/2007	
	STRUCTURAL			
S1.00	General Structural Notes	5/7/2007	5/25/2007	6/22/2007
S1.10	Typical Details (General)	5/7/2007	5/25/2007	6/22/2007
S1.11	Typical Details (Concrete)	5/7/2007	5/25/2007	6/22/2007
S1.12	Typical Details (Concrete)	5/7/2007	5/25/2007	6/22/2007
S1.20	Typical Details (Steel)	5/7/2007	5/25/2007	6/22/2007
S1.21	Typical Details (Steel)	5/7/2007	5/25/2007	6/22/2007
S2.11	Area A Foundation Plan	5/7/2007	5/25/2007	6/22/2007
S2.12	Area B Foundation Plan	5/7/2007	5/25/2007	6/22/2007
S2.13	Area C Foundation Plan	5/7/2007	5/25/2007	6/22/2007
S2.14	Area D Foundation Plan	5/7/2007	5/25/2007	6/22/2007
S2.15	Area E Foundation Plan	5/7/2007	5/25/2007	6/22/2007
S2.21	Area A Slap Top Reinforcing Plan	5/7/2007	5/25/2007	6/22/2007
S2.22	Area B Slab Top Reinforcing Plan	5/7/2007	5/25/2007	6/22/2007
S2.23	Area C Slab Top Reinforcing Plan	5/7/2007	5/25/2007	6/22/2007
S2.24	Area D Slab Top Reinforcing Plan	5/7/2007	5/25/2007	6/22/2007
S2.25	Area E Slab Top Reinforcing Plan	5/7/2007	5/25/2007	6/22/2007
S2.31	Area A Slab Bottom Reinforcing Plan	5/7/2007	5/25/2007	6/22/2007
S2.32	Area B Slab Bottom Reinforcing Plan	5/7/2007	5/25/2007	6/22/2007
S2.33	Area C Slab Bottom Reinforcing Plan	5/7/2007	5/25/2007	6/22/2007
S2.34	Area D Slab Bottom Reinforcing Plan	5/7/2007	5/25/2007	6/22/2007

S2.35	Area E Slab Bottom Reinforcing Plan	5/7/2007	5/25/2007	6/22/2007
S3.11	Area A Second Floor Framing Plan	5/7/2007	5/25/2007	6/22/2007
S3.12	Area B Second Floor Framing Plan	5/7/2007	5/25/2007	6/22/2007
S3.13	Area C Second Floor Framing Plan	5/7/2007	5/25/2007	6/22/2007
S3.14	Area D Second Floor Framing plan	5/7/2007	5/25/2007	6/22/2007
S3.15	Area E Second Floor Framing Plan	5/7/2007	5/25/2007	6/22/2007
S4.11	Area A Roof Framing Plan	5/7/2007	5/25/2007	6/22/2007
S4.12	Area B Roof Framing Plan	5/7/2007	5/25/2007	6/22/2007
S4.13	Area C Roof Framing Plan	5/7/2007	5/25/2007	6/22/2007
S4.14	Area D Roof Framing Plan	5/7/2007	5/25/2007	6/22/2007
S4.15	Area E Roof Framing Plan	5/7/2007	5/25/2007	6/22/2007
S5.10	Steel Column Schedules	5/7/2007	5/25/2007	6/22/2007
S5.11	Steel Brace Frame Elevations	5/7/2007	5/25/2007	6/22/2007
S6.11	Foundation Details	5/7/2007	5/25/2007	6/22/2007
S6.12	Foundation Details	5/7/2007	5/25/2007	6/22/2007
	MECHANICAL			
M0.00	Legend, Schedules, General Notes	5/7/2007		
M0.01	Schedules	5/7/2007		

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M0.02	Schedules	5/7/2007		
M0.03	Automatic Temperature Control Diagrams	5/7/2007		
M0.04	Automatic Temperature Control Diagrams	5/7/2007		
M0.05	Automatic Temperature Control Diagrams	5/7/2007		
M0.06	Automatic Temperature Control Diagrams	5/7/2007		
M0.07	Automatic Temperature Control Diagrams	5/7/2007		
M1.10A	Area A First Floor Plan - Mechanical	5/7/2007		
M1.01B	Area B First Floor Plan - Mechanical	5/7/2007		
M1.01C	Area C First Floor Plan - Mechanical	5/7/2007		
M1.01D	Area D First Floor Plan - Mechanical	5/7/2007		
M1.01E	Area E First Floor Plan - Mechanical	5/7/2007		
M1.20A	Area A Second Floor Plan - Mechanical	5/7/2007		
M1.20B	Area B Second Floor Plan - Mechanical	5/7/2007		
M1.20C	Area C Second Floor Plan - Mechanical	5/7/2007		
M1.20D	Area D Second Floor Plan - Mechanical	5/7/2007		
M1.20E	Area E Second Floor Plan -Mechanical	5/7/2007		
M1.23	Area C Interstitial Floor Plan - Mechanical	5/7/2007		
M2.10A	Area A First Floor Plan - Mechanical Piping	5/7/2007		
M2.10B	Area B First Floor Plan - Mechanical Piping	5/7/2007		
M2.10C	Area C First Floor Plan - Mechanical Piping	5/7/2007		
M2.10D	Area D First Floor Plan - Mechanical Piping	5/7/2007		
M2.10E	Area E First Floor Plan - Mechanical Piping	5/7/2007		
M2.20A	Area A Second Floor Plan - Mechanical Piping	5/7/2007		
M2.20B	Area B Second Floor Plan - Mechanical Piping	5/7/2007		
M2.20C	Area C Second Floor Plan - Mechanical Piping	5/7/2007		
M2.20D	Area D Second Floor Plan - Mechanical Piping	5/7/2007		
M2.20E	Area E Second Floor Plan - Mechanical Piping	5/7/2007		
M3.00	Enlarge Partial Roof Plan - Mechanical	5/7/2007		
M3.01	Enlarge Partial Roof Plan - Mechanical	5/7/2007		
M3.02	Enlarge Partial Roof Plan - Mechanical	5/7/2007		
M5.00	Chilled / Condenser Water Flow Diagrams	5/7/2007		
M5.01	Condenser Water Row Diagrams	5/7/2007		
M5.02	Hot Water Row Diagrams	5/7/2007		
M6.00	Details	5/7/2007		
	PLUMBING			
P0.00	Legend Schedules, General Notes	5/7/2007		
P1.10A	Area A First Floor Plan	5/7/2007		
P1.10B	Area B First Floor Plan	5/7/2007		
P1.10C	Area C First Floor Plan	5/7/2007		
P1.10D	Area D First Floor Plan	5/7/2007		
P1.10E	Area E First Floor Plan	5/7/2007		

Diamond Jo Casino Drawing Index - **EXHIBIT E**

Sheet No.	Sheet Title/Description	Original Issue Date	DD Addendum Issue Date	Structural Update
P1.20A	Area A Second Floor	5/7/2007		
P1.20B	Area B Second Floor	5/7/2007		
P1.20C	Area C Second Floor	5/7/2007		
P1.20D	Area D Second Floor Plan	5/7/2007		
P1.20E	Area E Second Floor Plan	5/7/2007		
P2.23	Area C Interstitial Floor Plan	5/7/2007		
P3.00	Enlarged Floor Plan	5/7/2007		
P3.01	Enlarged Floor Plan	5/7/2007		
P3.02	Enlarged Floor Plan	5/7/2007		

P3.03	Enlarged Floor Plan	5/7/2007
P3.04	Enlarged Floor Plan	5/7/2007
P3.05	Enlarged Floor Plan	5/7/2007
P3.06	Enlarged Floor Plan	5/7/2007
P3.07	Enlarged Floor Plan	5/7/2007
P3.08	Enlarged Floor Plan	5/7/2007
P4.00	Details	5/7/2007
	ELECTRICAL	
EG.00	Symbol List, General Notes, Sheet Index	5/7/2007
EG.01	Fixture Schedule	5/7/2007
ES1.01	Site Plan - Electrical	5/7/2007
E0.10	Overall First Floor Plan - Electrical	5/7/2007
E0.20	Overall Intersititial Floor Plan - Electrical	5/7/2007
E0.30	Overall Second Floor Plan - Electrical	5/7/2007
E0.40	Overall Third Floor Plan - Electrical	5/7/2007
E0.50	Overall Roof Plan - Electrical	5/7/2007
E1.10A	Area A First Floor Plan - Lighting	5/7/2007
E1.10b	Area B First Floor Plan - Lighting	5/7/2007
E1.10C	Area C First Floor Plan - Lighting	5/7/2007
E1.10D	Area D First Floor Plan - Lighting	5/7/2007
E1.10E	Area E First Floor Plan - Lighting	5/7/2007
E1.20A	Area A Second Floor Plan - Lighting	5/7/2007
E1.20B	Area B Second Floor Plan - Lighting	5/7/2007
E1.20C	Area C Second Floor Plan - Lighting	5/7/2007
E1.20D	Area D Second Floor Plan - Lighting	5/7/2007
E1.20E	Area E Second Floor Plan - Lighting	5/7/2007
E2.10A	Area A First Floor Plan - Power	5/7/2007
E2.10B	Area B First Floor Plan - Power	5/7/2007
E2.10C	Area C First Floor Plan - Power	5/7/2007
E2.10D	Area D First Floor Plan - Power	5/7/2007
E2.10E	Area E First Floor Plan - Power	5/7/2007
E2.20A	Area A Second Floor Plan - Power	5/7/2007

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CI. AN		Original	DD Addendum	Structural
Sheet No. E2.20B	Sheet Title/Description Area B Second Floor Plan - Power	<u>Issue Date</u> 5/7/2007	Issue Date	Update
E2.20B E2.20C				
	Area C Second Floor Plan - Power	5/7/2007		
E2.20D	Area D Second Floor Plan - Power	5/7/2007		
E2.20E	Area E Second Floor Plan - Power	5/7/2007		
E4.01	Enlarged Electrical Plans	5/7/2007		
E4.02	Enlarged Electrical Plans	5/7/2007		
E4.03	Enlarged Electrical Plans	5/7/2007		
E4.04	Enlarged Electrical Plans	5/7/2007		
E4.05	Enlarged Electrical Plans - Buffet	5/7/2007		
E5.00	Feeder Schedule Calculations	5/7/2007		
E5.01	Single Line Diagram	5/7/2007		
E5.02	Single Line Diagram	5/7/2007		
E6.01	Electrical Diagrams	5/7/2007		
E7.01	Panel Schedules	5/7/2007		
E7.01	Panel Schedules	5/7/2007		
	FOOD SERVICE			
FSA-1	Food Service Equipment Plan	5/7/2007		
FSB-1	Food Service Equipment Plan	5/7/2007		
FSC-1	Food Service Equipment Plan	5/7/2007		
FSD-1	Food Service Equipment Plan	5/7/2007		
FSE-1	Food Service Equipment Plan	5/7/2007		
FSF-1	Food Service Equipment Plan	5/7/2007		
FSG-1	Food Service Equipment Plan	5/7/2007		
	INTERIOR DESIGN			
10.00	Cover Sheet	5/7/2007		
I0.01	ADA Notes	5/7/2007		
10.02	ADA Notes	5/7/2007		
12.00	Overall Level 1 Floor Plan	5/7/2007		
I2.01	Overall Level 2 Floor Plan	5/7/2007		
I2.02A	Level 1 Area A Floor Finish Plan	5/7/2007		
I2.02B	Level 1 Area B Floor Finish Plan	5/7/2007		
I2.02C	Level 1 Area C Floor Finish Plan	5/7/2007		
I2.02D	Level 1 Area D Floor Finish Plan	5/7/2007		
I2.02E	Level 1 Area E Floor Finish Plan	5/7/2007		
I2.03A	Level 1 Area A Floor Furnishing Plan	5/7/2007		
I2.03B	Level 1 Area B Floor Furnishing Plan	5/7/2007		
I2.03C	Level 1 Area C Floor Furnishing Plan	5/7/2007		
12.03D	Level 1 Area D Floor Furnishing Plan	5/7/2007		
I2.03E	Level 1 Area E Floor Furnishing Plan	5/7/2007		
I2.04A	Level 2 Area A Finish Plan	5/7/2007		
12.04B	Level 2 Area B Finish Plan	5/7/2007		
12.071	Level 2 Tilea D I mish I mi	3/1/2007		

		Original	DD Addendum	Structural
Sheet No.	Sheet Title/Description	Issue Date	Issue Date	Update
I2.04C	Level 2 Area C Finish Plan	5/7/2007		
I2.04D	Level 2 Area D Finish Plan	5/7/2007		
I2.04E	Level 2 Area E Finish Plan	5/7/2007		
I2.05A	Level 2 Area A Furnishing Plan	5/7/2007		
I2.05B	Level 2 Area B Furnishing Plan	5/7/2007		
12.05C	Level 2 Area C Furnishing Plan	5/7/2007		
I2.05D	Level 2 Area D Furnishing Plan	5/7/2007		
I2.05E	Level 2 Area E Furnishing Plan	5/7/2007		
I2.10A	Level 1 Area A Reflected Ceiling Plan	5/7/2007		
I2.10B	Level 1 Area B Reflected Ceiling Plan	5/7/2007		
I2.10C	Level 1 Area C Reflected Ceiling Plan	5/7/2007		
I2.10D	Level 1 Area D Reflected Ceiling Plan	5/7/2007		
I2.10E	Level 1 Area E Reflected Ceiling Plan	5/7/2007		
I2.11A	Level 2 Area A Reflected Ceiling Plan	5/7/2007		
I2.11B	Level 2 Area B Reflected Ceiling Plan	5/7/2007		
I2.11C	Level 2 Area C Reflected Ceiling Plan	5/7/2007		
I2.11D	Level 2 Area D Reflected Ceiling Plan	5/7/2007		
I2.11E	Level 2 Area E Reflected Ceiling Plan	5/7/2007		
	LIGHTING			
LC1.0	Site Lighting Plan and Calculations	5/7/2007		
LC1.01.1	Site Landscaping Lighting Plan	5/7/2007		
LC2.01	Level 1 Overall Floor Level Lighting Plan	5/7/2007		
LC2.03	Level 2 Overall Floor Level Lighting Plan	5/7/2007		
LC5.1	Exterior Lighting Elevation North	5/7/2007		
LC5.2	Exterior Lighting Elevation South	5/7/2007		
LC5.30	Exterior Lighting Elevation West	5/7/2007		
LC5.40	Exterior Lighting Elevation East	5/7/2007		
	AUDIO / VIDEO			
TA0.00	Symbol List, Cable Schedule, Sheet Index	5/7/2007		
TA0.01	Lounge Video & Control System - A/V	5/7/2007		
TA0.02	Lounge Audio One Line - A/V	5/7/2007		
TA1.10A	Area A First Floor Plan - A/V	5/7/2007		
TA1.10B	Area B First Floor Plan - A/V	5/7/2007		
TA1.10C	Area C First Floor Plan - A/V	5/7/2007		
TA1.10D	Area D First Floor Plan - A/V	5/7/2007		
TA1.10E	Area E First Floor Plan - A/V	5/7/2007		
TA1.20A	Area A Second Floor Plan - A/V	5/7/2007		
TA1.20B	Area B Second Floor Plan - A/V	5/7/2007		
TA1.20C	Area C Second Floor Plan - A/V	5/7/2007		
TA1.20D	Area D Second Floor Plan - A/V	5/7/2007		
TA1.20E	Area E Second Floor Plan - A/V	5/7/2007		

Diamond Jo Casino Drawing Index - $\mathbf{EXHIBIT}\;\mathbf{E}$

CI AN	CI ATTIA TO A CI	Original	DD Addendum	Structural
Sheet No. TA2, 10A	Sheet Title/Description Area A First Floor Plan - A/V	Issue Date 5/7/2007	Issue date	Update
TA2. 10A	Area B First Floor Plan - A/V	5/7/2007		
TA2. 10B	Area C First Floor Plan - A/V	5/7/2007		
TA2. 10C	Area D First Floor Plan - A/V	5/7/2007		
TA2. 10E	Area E First Floor Plan - A/V	5/7/2007		
TA2. 10E	Area A Second Floor Plan - A/V	5/7/2007		
TA2. 20A				
	Area B Second Floor Plan - A/V	5/7/2007		
TA2. 20C	Area C Second Floor Plan - A/V	5/7/2007		
TA2. 20D	Area D Second Floor Plan - A/V	5/7/2007		
TA2. 20E	Area E Second Floor Plan - A/V	5/7/2007		
	TELECOM			
T0.00	Symbol List, Cable Schedule, Sheet Index	5/7/2007		
T0.10	Overall First Floor Plan - Telecomm	5/7/2007		
T0.30	Overall Second Floor Plan - Telecomm	5/7/2007		
TS1.01	Telecom Site Plan	5/7/2007		
T2.10A	Area A First Floor Plan - Telecomm	5/7/2007		
T2.10B	Area B First Floor Plan - Telecomm	5/7/2007		
T2.10C	Area C First Floor Plan - Telecomm	5/7/2007		
T2.10D	Area D First Floor Plan - Telecomm	5/7/2007		
T2.10E	Area E First Floor Plan - Telecomm	5/7/2007		
T2.20A	Area A Second Floor Plan - Telecomm	5/7/2007		
T2.20B	Area B Second Floor Plan - Telecomm	5/7/2007		
T2.20C	Area C Second Floor Plan - Telecomm	5/7/2007		
T2.20D	Area D Second Floor Plan - Telecomm	5/7/2007		
T2.20E	Area E Second Floor Plan - Telecomm	5/7/2007		
T4.00	Area E Enlarged Main Telecomm 2nd Level	5/7/2007		
T4.01	Enlarged Telecomm Plans	5/7/2007		
	SPECIFICATIONS			
07.0030.F00	Dubuque FPR 5.02.2007		5/25/2007	
9950	Plantings		5/25/2007	
9950	Site Furniture		5/25/2007	
DD Spec.	Design Development Spec 2007-05-11		5/25/2007	
FPR	FPR Drawings 5-7-07		5/25/2007	
	11112141111500 / 0/		2,22,2007	

OP ID 65 DATE (MM/DD/YYYY)

Exhibit G

ACORD _{TM}	CERTIFICATE OF LIABILITY
INSURANCE	
PRODUCER	
Cottingham & I	Butler, Inc.
300 SECURITY	BUILDING PO BX 28
DUBUQUE IA	52001
Phone: 563-587	-5000 FAX: 563-583-7339
INSURED	

Conlon Construction Company Po Box 3400, 1100 Rockdale Rd.

Dubuque IA 52001

CONCON1 10/03/07 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE NAIC					
INSURER A:	Zurich American	16535			
INSURER B:	American Guarantee & Liability	26247			
INSURER C:	Phoenix Insurance Compay	25623			
INSURER D:					
INSURER E:					

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD			POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
		ENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED PREMISE	S ES (Ea	2000000
A		COMMERCIAL GENERAL CLAIMS MADE	L LIABILITY ⊠ OCCUR	GLO 9138471-01	07/01/07	07/01/08	occurence) MED EXP (Any one person)	S	1000000
	_ _		<u> </u>				PERSONAL & ADV INJURY GENERAL AGGREGATE	S	2000000 4000000
		EN'L AGGREGATE LIMIT : POLICY ☑ PROJEC					PRODUCTS - COMP/OP AGG	S	4000000
	AU	JTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	s	1000000
A	X	ANY AUTO		BAP 9138472-01	07/01/07	07/01/08	BODILY INJURY (Per person)	s	
		ALL OWNED AUTOS					BODILY INJURY (Per accident)	s	
	×	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	s	
	GA	HIRED AUTOS NON-OWNED AUTOS Hrd Auto Phys Dam \$100 Comp/\$250Coll ARAGE LIABILITY ANY AUTO	ITV				AUTO ONLY - EA ACCIDENT	\$ A ACC \$ AGG \$	10.000.000
В		OCCUR	CLAIMS MADE	AUC9138485-00	07/01/07	07/01/08	AGGREGATE		10,000,000
		DEDUCTIBLE RETENTION	\$					\$ \$	
	WORKERS COMPL LIABILITY	ENSATION AND EMPLOY	ERS'				WC STATUTORY □ OTHE LIMITS	.R	
A	ANY PROPRIETOI EXCLUDED?	R/PARTNER/EXECUTIVE C	OFFICER/MEMBER	WC9138473-01	07/01/07	07/01/08	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	s	1000000
С	If yes, describe unde SPECIAL PROVISI OTHER Property			OT660140D6028PHX07	07/01/07	07/01/08	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	S S	1000000 1000000
C	C OTHER Property			Q.10001.10D0020111A07	07/01/07	37,31700			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

ACORD 25 (2001/08)

Diamond Jo, LLC DBA Diamond Jo Casino 3rd St Harbor P. O. Box 1750 Dubuque IA 52004-1750

DIJ0IAI

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL $\underline{*30}$ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

/s/ John J. Ottevi

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

^{*}Except for nonpayment of premium. The certificate holder is additional insured on the general liability policy and the auto liability policy. A waiver of subrogation is included in favor of the certificate holder in regards to the workers compensation policy, auto liability policy and the general liability policy on a primary and noncontributory basis.