SERVICE CONTRACT NO. 12022025

2025 FLOOD EVENTS – CONSTRUCTION MANAGER AT RISK SERVICES PRE-CONSTRUCTION SERVICES

PUBLIC WORKS

THIS CONTRACT, made and entered into this 3rd day of March, 2026, by and between Gila County, a political subdivision of the State of Arizona (hereinafter designated as "County") and Tiffany Construction Company, of the City of Phoenix, State of Arizona (hereinafter designated as "Contractor" or "CMAR").

WITNESSETH: Contractor, for and in consideration of the sum to be paid to them by County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for themselves, their heirs, administrators, successors, and assigns, as follows:

PROJECT DESCRIPTION AND LOCATIONS

The September and October 2025 flooding events impacted several areas in Gila County near the City of Globe including:

- Russell Gulch
- Hospital Floodwall
- Copper Hills Road
- Ice House Canyon at Albany Drive
- Six Shooter Canyon

Russell Gulch

The Russell Gulch Channel Improvements Project aims to both restore and enhance the wash corridor between Besich Boulevard and U.S. Highway 60. This corridor sustained significant damage and sediment deposition during the September and October 2025 flood events. Proposed improvements may include channel regrading, removal of accumulated sediment and debris, and installation of a hardened channel liner (anticipated to be either shotcrete or reinforced concrete) to promote long-term stability.

Hospital Floodwall

The Cobre Valley Regional Medical Center (Hospital) Floodwall will provide flood mitigation to the hospital complex allowing improved hospital access and mitigating flood risk to the facilities. The floodwall is approximately 900 feet long and the height is approximately seven (7) feet above grade with appropriate subgrade footing. The wall will be built from concrete blocks or other similar construction method per an approved design.

Copper Hills Road

During the September and October 2025 storm events, significant flooding occurred within the unnamed wash adjacent to Copper Hills Road in Globe. The resulting hydraulic forces, combined with substantial overland flow overtopping the roadway, caused two sections of Copper Hills Road to erode and collapse into the wash. Gila County intends to install bank protection measures to protect the roadway from future flood events. Potential protective measures under consideration include stacked gabion basket walls, sheet piles, mechanically stabilized earth (MSE) walls, Redi-Rock walls, or shotcrete.

Ice House Canyon at Albany Drive
Following the significant runoff events, notable erosion developed both upstream and downstream of the Albany Drive bridge crossing in Ice House Canyon. To address these impacts and to make the crossing more resilient to future damage, several mitigation alternatives are under consideration including dumped riprap, a stacked gabion wall, and gabion baskets to provide erosion protection and channel stabilization. These improvements will not increase the capacity of the wash, but are focused on protecting the existing bridge structure from erosion-related damage.

Six Shooter Canyon
Following the substantial runoff events, significant erosion occurred within Pinal Creek along Six Shooter Canyon Road in Globe. Lateral migration of the creek was observed in several locations, posing a direct risk to the structural integrity of the adjacent roadway which serves as a primary, and in some areas the only, paved access route for residents traveling to and from town. Potential design measures under consideration include reconstructing the eroded road prism and protecting it from future damage using shotcrete with soil-nail anchors, dumped riprap, reno mattresses, Redi-Rock walls, or stacked gabion walls.

ARTICLE 1 – GENERAL PROVISIONS

1.1 Contract Documents. The Contract Documents consist of this Contract, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Contract, other documents listed in this Contract, and Modifications issued after execution of this Contract, all of which form the Contract and are as fully a part of the contract as if attached to this Contract or repeated herein. Upon County's acceptance of CMAR's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Design Professional and furnished by County as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern.

Order of Precedence. In the event of a conflict of the provisions of the contract, as accepted by County and as they may be amended, the following shall prevail in the order set forth below:

A. Modifications issued after the execution of the Contract and/or Change Orders and written amendments to this Contract;
B. This Contract;
C. Exhibit A—General Conditions of the Contract for Construction;
D. Addenda issued prior to execution of the contract;
E. Drawings and Specifications;
F. Information furnished by County pursuant to Article 3 of this Contract or Article 2 of the General Conditions of the Contract;
G. Other documents listed in the contract.

Among all of the Contract Documents, the term or provision that is most specific or includes the latest date shall control.

1.2 Relationship of the Parties. CMAR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the contract. CMAR accepts the relationship of trust and confidence established by this Contract and covenants with County to cooperate with the Design Professional and exercise CMAR's skill and judgment in furthering the interests of the County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with

County's interests. County agrees to furnish or approve, in a timely manner, information required by CMAR and to make payments to Contractor in accordance with the requirements of the Contract Documents.

1.3 General Conditions. For the Preconstruction Phase, Exhibit A—General Conditions of the Contract for Construction shall apply only as specifically provided in this Contract. For the Construction Phase, the general conditions of the contract shall be as set forth in Exhibit A—General Conditions of the Contract for Construction, which document is attached hereto and incorporated herein by reference.

ARTICLE 2 – CONTRACTOR'S RESPONSIBILITIES

CMAR's Preconstruction Phase responsibilities are set forth in Section 2.1 and 2.2. CMAR's Construction Phase responsibilities are set forth in Section 2.3. County and CMAR may agree, in consultation with the Design Professional, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently, provided that in no event shall any Work (as defined in Exhibit A—General Conditions of the Contract for Construction) commence prior to execution of the Guaranteed Maximum Price Amendment and issuance of permits and all other entitlements. CMAR shall identify a representative authorized to act on behalf of CMAR with respect to the Project.

2.1 Preconstruction Phase.

2.1.1 CMAR shall provide a preliminary evaluation of County's program, schedule, and construction budget requirements, each in terms of the other.

2.1.2 *Consultation.* CMAR shall attend weekly meetings with the Design Professional and County to discuss such matters as procedures, progress, coordination, and scheduling of the Work. CMAR shall advise County and the Design Professional on proposed site use and improvements, selection of materials, and infrastructure facilities/systems. CMAR shall also provide recommendations consistent with the project requirements to County and Design Professional on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

2.1.3 When project requirements in Section 3.1.1 have been sufficiently identified, CMAR shall prepare and periodically update a project schedule for the Design Professional's review and County's acceptance. CMAR shall obtain the Design Professional's approval for the portion of the project schedule relating to the performance of the Design Professional's services. The project schedule shall coordinate and integrate the CMAR's services, the Design Professional's services, other County consultants' services, and County's responsibilities and identify items that could affect the project's timely completion. As the design proceeds, the project schedule shall be updated accordingly. The updated project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of County, if applicable.

2.1.4 *Phased Construction.* CMAR shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

2.1.5 *Preliminary Cost Estimates.*

2.1.5.1 Based on the preliminary design and other design criteria prepared by the Design Professional, CMAR shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques for the Design Professional's review and County's approval. If the Design Professional or CMAR suggests alternative materials and systems, CMAR shall provide cost evaluations of those alternative materials and systems.

2.1.5.2 As the Design Professional progresses with the preparation of the Schematic Design, Design Development, and Construction Documents, CMAR shall prepare and update, at appropriate intervals agreed to by County, CMAR, and the Design Professional, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as County and CMAR agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Design Professional's review and County's approval. CMAR shall inform County and the Design Professional when estimates of the Cost of the Work exceed the latest approved project budget and make recommendations for corrective action.

2.1.6 *Subcontractors and Suppliers.* CMAR shall develop bidders' interest in the project and host one (1) community meeting to provide information to local contractors.

2.1.7 CMAR shall prepare for the Design Professional's review and County's acceptance, a procurement schedule for items that must be ordered well in advance of construction. CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If County agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, County shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the Guaranteed Maximum Price, County shall assign all contracts for these items to CMAR and CMAR shall thereafter accept responsibility for them.

2.1.8 *Extent of Responsibility.* CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

The Preconstruction Services provided under Article 2.1 of this Contract are intended to be "design phase services" as defined in A.R.S. § 42-5075(M) which are not subject to any transaction privilege tax. This Contract is a written agreement for the design phase services set forth in Article 2.1. As further referenced below, Construction Phase Services will only commence after the execution of a Guaranteed Maximum Price Amendment to this Contract. CMAR will not charge County tax on Preconstruction Services. However, if it is later determined by the relevant taxing authorities that tax applies to such services, at CMAR's written request, County shall reimburse CMAR for any such taxes and related fees and charges. CMAR will charge County for tax on the Construction Phase Services.

2.2 Guaranteed Maximum Price Proposal and Contract Time.

2.2.1 At a time to be mutually agreed upon by County and CMAR and in consultation with the Design Professional, CMAR shall prepare a Guaranteed Maximum Price proposal for County's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the CMAR's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the CMAR's Fee.

2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Design Professional, the CMAR shall provide 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.

2.2.3 CMAR shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

A. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
B. A list of the clarifications and assumptions made by CMAR in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by County and contained in the Drawings and Specifications;
C. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and CMAR's Fee;
D. The anticipated date of Substantial Completion, which shall not exceed the maximum time for completion required by NRCS (currently 220 calendar days), and upon which the proposed Guaranteed Maximum Price is based. The Substantial Completion date shall incorporate:
    i. The Natural Resources Conservation Service (NRCS)'s 220 day timeframe;
    ii. Weather days to account for historical rainfall for Globe, Arizona, should be included within the 220 day timeframe as detailed in Exhibit D—NOAA U.S. Climate Normals for Globe, Arizona; and
E. A date by which County must accept the Guaranteed Maximum Price.

2.2.4 In preparing the CMAR's Guaranteed Maximum Price proposal, CMAR shall include its contingency for CMAR's exclusive use, subject to County approval, to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

2.2.5 CMAR shall meet with County and the Design Professional to review the Guaranteed Maximum Price proposal. In the event that County and the Design Professional discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CMAR, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

2.2.6 If County notifies CMAR that County has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a Guaranteed Maximum Price, County and CMAR shall execute the Guaranteed Maximum Price Amendment amending this Contract, a copy of which County shall provide to the Design Professional. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

2.2.7 CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless County provides prior written authorization for such costs.

2.2.8 County shall authorize the Design Professional to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. County shall promptly furnish those revised Drawings and Specifications to CMAR as they are revised. CMAR shall notify County and the Design Professional of any

inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

2.2.9 CMAR shall include in the Guaranteed Maximum Price all sales, consumer, use, and similar taxes for the Work provided by CMAR that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

2.3 Construction Phase.

2.3.1 *General.*

2.3.1.1 For purposes of Section 8.1.1 of Exhibit A—General Conditions of the Contract for Construction, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

2.3.1.2 The Construction Phase shall commence ten (10) days from CMAR's receipt of the latter of the following:

A. Fully executed contract including the GMP Amendment
B. Evidence of funding satisfactory to CMAR
C. Issuance of Site Permit, Building Permit, and any other permits required to commence work
D. County's Notice to Proceed with Construction.

2.3.2 *Administration.*

2.3.2.1 Those portions of the Work that CMAR does not customarily perform with CMAR's own personnel shall be performed under subcontracts or by other appropriate agreements with CMAR. County may designate specific persons from whom, or entities from which, CMAR shall obtain bids. CMAR shall obtain bids from subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Design Professional. County shall then determine, with the advice of CMAR and the Design Professional, which bids will be accepted. CMAR shall not be required to contract with anyone to whom CMAR has reasonable objection.

2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to County by CMAR, (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 County requires that another bid be accepted, then CMAR may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to County by CMAR and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by County.

2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Contract, and shall not be awarded on the basis of cost plus a fee without the prior consent of County. If the subcontract is awarded on a cost plus fee basis, CMAR shall provide in the subcontract for County to receive the same audit rights with regard to the subcontractor as County receives with regard to CMAR in Section 6.11 below.

2.3.2.4 If CMAR recommends a specific bidder that may be considered a "related party" according to Section 6.10, then CMAR shall promptly notify County in writing of such relationship and notify County of the specific nature of the contemplated transaction, according to Section 6.10.2.

2.3.2.5 CMAR shall schedule and conduct weekly meetings with County and Design Professional staff to discuss such matters as procedures, progress, coordination, budget compliance, scheduling and status of the Work. CMAR shall prepare and promptly distribute minutes to County and the Design Professional.

2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, CMAR shall prepare and submit to County and the Design Professional a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of Exhibit A—General Conditions of the Contract for Construction.

2.3.2.7 CMAR shall record the progress of the project. On a weekly basis, or otherwise as agreed to by County, CMAR shall submit written progress reports to County and the Design Professional, showing percentages of completion and other information required by County. CMAR shall also keep, and make available to County and the Design Professional, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by County.

2.3.2.8 CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CMAR shall identify variances between actual and estimated costs and report the variances to County and the Design Professional and shall provide this information in its monthly reports to County and the Design Professional, in accordance with Section 2.3.2.7 above.

2.4 Professional Services. Section 3.12.7 of Exhibit A—General Conditions of the Contract for Construction shall apply to both the Preconstruction and Construction Phases.

2.5 Hazardous Materials. Section 10.3 of Exhibit A—General Conditions of the Contract for Construction shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 – COUNTY'S RESPONSIBILITIES

3.1 Information and Services Required of County.

3.1.1 County shall provide information with reasonable promptness, regarding requirements for and limitations of the project, including a written program which shall set forth County's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability, and site requirements.

3.1.2 Prior to commencement of the Work, County shall provide reasonable evidence that County has made financial arrangements to fulfill County's obligations under the Contract inclusive of preconstruction services and GMP, and agreed-upon contingency.

3.1.3 County shall establish and periodically update County's budget for the project, including (1) the budget for the cost of the Work as defined in Section 6.1.1; (2) County's other costs; and (3) reasonable contingencies related to all of these costs. If County significantly increases or decreases County's budget for the Cost of the Work, County shall notify CMAR and the Design Professional. County and the Design Professional, in consultation with CMAR, shall thereafter agree to a corresponding change in the project's scope and quality.

3.1.4 *Structural and Environmental Tests, Surveys, and Reports.* During the Preconstruction Phase, County shall furnish the following information or services with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. CMAR shall be entitled to rely on the accuracy of the information and services furnished by County but shall exercise proper precautions relating to the safe performance of the Work.

3.1.4.1 County shall furnish all tests, inspections, and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

3.1.4.2 County, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

3.1.4.3 During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

3.2 County's Designated Representative. County shall identify a representative authorized to act on behalf of County with respect to the project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of CMAR. Except as otherwise provided in Section 4.2.1 of Exhibit A—General Conditions of the Contract for Construction, the Design Professional does not have such authority. The term "County" means the County or the County's authorized representative.

3.2.1 *Legal Requirements.* County shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet County's needs and interests.

3.3 Design Professional. County shall retain a Design Professional to provide services, duties, and responsibilities as described in Contract No. CTR066849-GC2, *2025 Flood Events-Natural Resources Conservation Service Emergency Watershed Protection Program*, including any additional services requested by CMAR that are necessary for the Preconstruction and Construction Phase Services under this Contract. County shall provide CMAR a copy of the agreement between County and the Design Professional, and any further modifications to that agreement.

ARTICLE 4 – COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

4.1 Compensation.

4.1.1 For CMAR's Preconstruction Phase Services, County shall compensate CMAR in accordance with Exhibit B—Preconstruction Services Fee Proposal. Such compensation shall be on a time-and-materials basis and shall not exceed the not-to-exceed amount set forth in Exhibit B—Preconstruction Services Fee Proposal, unless expressly amended in writing by County.

4.1.2 If the Preconstruction Phase Services covered by this Contract have not been completed within 120 days of this Contract, through no fault of CMAR, CMAR's compensation for Preconstruction Phase Services shall be equitably adjusted.

4.1.3 Compensation based on Direct Personnel Expense includes the direct salaries of CMAR's personnel providing Preconstruction Phase Services on the project and CMAR's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans, and similar contributions.

4.2 Payments.

4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed subject in all respects to A.R.S. § 34-609.

4.2.2 Payments are due and payable on or before fifteen (15) days after the estimate of the Work is certified and approved by the Design Professional. Estimate of the Work shall be deemed approved and certified after seven (7) days from the date of submission unless before that time County or the Design Professional prepares and issues a specific written finding detailing those items in the estimate of the Work that are not approved and certified. County may withhold an amount from the payment sufficient to pay the expenses the County reasonably expects to incur in correcting the deficiency set forth in the written finding.

4.2.3 In no event will County pay more than seventy-five percent (75%) of the contract price until acceptance of ALL Preconstruction Services and execution of the Guaranteed Maximum Price Amendment for the entire project by County. If CMAR does not prepare a GMP proposal that is acceptable to County, or the GMP proposal exceeds the County's construction budget, then CMAR understands and acknowledges that it will forfeit any right to receive the twenty-five percent (25%) of the contract price being retained by County.

4.2.4 CMAR agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of County during the progress of any portion of Preconstruction Services specified in this Contract. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CMAR to proceed to complete any such services, in whole or in part, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of County of any of their respective legal rights herein.

4.2.5 If any service(s) executed by CMAR is abandoned or suspended in whole or in part for a period of more than 180 days through no fault of CMAR, CMAR is to be paid for the services performed prior to the abandonment or suspension.

ARTICLE 5 – COMPENSATION FOR CONSTRUCTION PHASE SERVICES

5.1 For CMAR's performance of the Work as described in Section 2.3, County shall pay CMAR the Contract Sum in current funds. The Contract Sum is the Cost of the Work plus the CMAR's Fee.

5.1.1 *CMAR's Fee.* CMAR's Fee for the Construction Phase shall be calculated as a percentage of the Cost of the Work and shall consist of the following components:

A. Overhead: Five percent (5%) of the Cost of the Work;
B. Profit: Five percent (5%) of the Cost of the Work; and
C. Insurance: One and one-half percent (1.5%) of the Cost of the Work.

The total CMAR's Fee shall therefore equal 11.5% of the Cost of the Work, subject to the Guaranteed Maximum Price established pursuant to this Contract, not inclusive of applicable sales tax of the Guaranteed Maximum Price.

Insurance costs included in CMAR's Fee shall not be reimbursable as a Cost of the Work.

5.1.2 *Adjustment of CMAR's Fee for Changes in the Work.* In the event of changes to the Work that result in an increase or decrease in the Cost of the Work, CMAR's Fee shall be adjusted proportionately by applying the same percentages set forth in Section 5.1.1 to the net change in the Cost of the Work. Accordingly, adjustments to CMAR's Fee shall consist of five percent (5%) for overhead, five percent (5%) for profit, and one and one-half percent (1.5%) for insurance, for a total fee adjustment of 11.5% of the net change in the Cost of the Work.

5.1.3 *Limitations on Subcontractor Overhead and Profit.* For increases in the cost of a subcontractor's portion of the Work resulting from changes in the Work, the subcontractor's combined overhead and profit shall not exceed 15% of the net increase in the Cost of the Work, which may be allocated as up to ten percent (10%) for overhead and up to five percent (5%) for profit, unless otherwise approved in writing by County.

5.1.4 Rental rates for CMAR-owned equipment shall not exceed one hundred percent (100%) of the standard rate paid at the place of the project.

5.1.5 *Unit Prices.* No unit prices are established for this Contract. All compensation for Construction Phase Services shall be determined in accordance with the Cost of the Work plus CMAR's Fee, subject to the Guaranteed Maximum Price.

5.2 Guaranteed Maximum Price.

5.2.1 CMAR guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, CMAR shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from County. To the extent the Cost of the Work is less than the Guaranteed Maximum Price, County shall retain one hundred percent (100%) of such savings.

5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

5.3 Changes in the Work.

5.3.1 County may, without invalidating the contract, order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions. County shall issue such changes in writing. The Design Professional may make minor changes in the Work as provided in Section 7.4 of Exhibit A—General Conditions of the Contract for Construction. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of Exhibit A—General Conditions of the Contract for Construction.

5.3.3 In calculating adjustments to subcontracts (except those awarded with County'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 Exhibit A—General Conditions of the Contract for Construction and the term "costs" as used in Section 7.3.4 of Exhibit A—General Conditions of the Contract for Construction shall have the meanings assigned to them in Exhibit A—General Conditions of the Contract for Construction and shall not be modified by Sections 5.1 and 5.2, and Sections 6.1 through 6.8 of this Contract. Adjustments to subcontracts awarded with County's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of Exhibit A—General Conditions of the Contract for Construction shall mean the Cost of the Work as defined in Section 6.1 to 6.7 of this Contract and the term "fee" shall mean CMAR's Fee as defined in Section 5.1 of this Contract.

5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of CMAR's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to County or CMAR, CMAR's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 – COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 Costs to be Reimbursed.

6.1.1 The term Cost of the Work shall mean costs necessarily incurred by CMAR 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 County. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

6.1.2 Where any cost is subject to County's prior approval, CMAR shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing the Guaranteed Maximum Price Amendment.

6.1.3 *CMAR's General Conditions.* CMAR'S General Conditions shall be stipulated lump sum as defined in the GMP.

6.2 Labor Costs.

6.2.1 Wages of construction workers directly employed by CMAR to perform the construction of the Work at the site or, with County's prior approval, at off-site workshops.

6.2.2 Wages or salaries of CMAR's supervisory and administrative personnel when working directly for the project, whether on or off-site, with County's prior approval.

6.2.3 Wages and salaries of CMAR'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.

6.2.4 Costs paid or incurred by CMAR for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 6.2.1 through 6.2.3.

6.2.5 Bonuses, profit sharing, incentive compensation, and any other discretionary payments paid to anyone hired by CMAR or paid to any subcontractor or vendor, with County's prior approval.

6.3 Subcontract Costs. Payments made by CMAR to subcontractors in accordance with the requirements of the subcontracts.

6.4 Costs of Materials and Equipment Incorporated in the Completed Construction.

6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become County's property at the completion of the Work or, at County's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to County as a deduction from the Cost of the Work.

6.5 Costs of Other Materials and Equipment, Temporary Facilities, and Related Items.

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

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

6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site, and reasonable petty cash expenses of the site office.

6.5.5 That portion of the reasonable expenses of the CMAR's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to County's prior approval.

6.6 Miscellaneous Costs.

6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with County's prior approval.

6.6.2 Sales, use, or similar taxes imposed by a governmental authority that are related to the Work and for which CMAR is liable.

6.6.3 Fees and assessments for the building permit and for other permits, licenses, and inspections for which CMAR is required by the Contract Documents to pay.

6.6.4 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 13.4.3 of Exhibit A—General Conditions of the Contract for Construction or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

6.6.5 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 CMAR resulting from such suits or claims and payments of settlements made with County's consent. However, such costs of legal defenses, judgments, and settlements shall not be included in the calculation of CMAR'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 of Exhibit A—General Conditions of the Contract for Construction or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

6.6.6 Costs for electronic equipment and software directly related to the Work with County's prior approval.

6.6.7 Deposits lost for causes other than CMAR's negligence or failure to fulfill a specific responsibility in the Contract Documents.

6.6.8 Subject to County's prior approval, expenses incurred in accordance with CMAR's standard written personnel policy for relocation and temporary living allowances of CMAR's personnel required for the Work.

6.7 Other Costs and Emergencies.

6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by County.

6.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of Exhibit A—General Conditions of the Contract for Construction.

6.7.3 The costs described in Section 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of Exhibit A—General Conditions of the Contract for Construction or other conditions of the contract which may require CMAR to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

6.8 Costs Not to be Reimbursed.

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

A. Salaries and other compensation of CMAR's personnel stationed at the CMAR's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
B. Expenses of CMAR's principal office and offices other than the site office;
C. Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
D. CMAR's capital expenses, including interest on CMAR's capital employed for the Work;
E. Except as provided in Section 6.7.3 of this Contract, costs due to the negligence or failure of CMAR, subcontractors, and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the contract;
F. Any cost not specifically and expressly described in Section 6.1 to 6.7;
G. Costs, other than costs included in Change Orders approved by County, that would cause the Guaranteed Maximum Price to be exceeded; and
H. Costs for services incurred during the Preconstruction Phase.

6.9 Discounts, Rebates, and Refunds.

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

6.9.2 Amounts that accrue to County in accordance with the provisions of Section 6.9.1 shall be credited to County as a deduction from the Cost of the Work.

6.10 Related Party Transactions.

6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate, or other entity having common ownership or management with CMAR; any entity in which any stockholder in, or management employee of, CMAR owns any interest in excess of ten percent (10%) in the aggregate; or any person or entity which has the right to control the business or affairs of CMAR. The term "related party" includes any member of the immediate family of any person identified above.

6.10.2 If any of the costs to be reimbursed arise from a transaction between CMAR and a related party, CMAR shall notify County of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If County, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed and CMAR shall procure the Work, equipment, goods, or service from the related party, as a subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2, and 2.3.2.3.

6.11 Accounting Records. CMAR shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to County. County and County's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CMAR's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, subcontractor's proposals, purchase orders, vouchers, memoranda, and other data relating to this Contract. CMAR shall preserve these records for a period of five (5) years after final payment, or for such longer period as may be required by law.

ARTICLE 7 – PAYMENTS FOR CONSTRUCTION PHASE SERVICES

7.1 Progress Payments.

7.1.1 Based upon Applications for Payment submitted to the Design Professional by CMAR and Certificates for Payment issued by the Design Professional, County shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents.

7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

7.1.3 The payment for each Application for Payment will be made in accordance with the time frames set forth in A.R.S. § 34-609.

7.1.4 With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by County or the Design Professional to demonstrate that cash disbursements already made by CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment.

7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR 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 CMAR'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 Design Professional may require. This schedule, unless objected to by the Design Professional, shall be used as a basis for reviewing CMAR's Applications for Payment.

7.1.6 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 CMAR on account of that portion of the Work for which CMAR 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.

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

A. 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 County of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of Exhibit A—General Conditions of the Contract for Construction;
B. 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 County, suitably stored off the site at a location agreed upon in writing;
C. Add the CMAR's Fee, less retainage of ten percent (10%). CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if CMAR's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
D. Subtract retainage of ten percent (10%) from that portion of the Work that CMAR self-performs;
E. Subtract the shortfall, if any, indicated by CMAR in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by County's auditors in such documentation; and
F. Subtract amounts, if any, for which the Design Professional has withheld or nullified a Certificate for Payment as provided in Section 9.5 of Exhibit A—General Conditions of the Contract for Construction.

7.1.8 When the contract is fifty percent (50%) completed, one-half (1/2) of the amount retained shall be paid to CMAR on CMAR's request provided CMAR is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained. After the contract is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payment made under the contract may be retained provided that CMAR is making satisfactory progress on the project, except that if any time County determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the contract after the determination.

7.1.9 Except with County's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10 In taking action on CMAR's Applications for Payment, the Design Professional shall be entitled to rely on the accuracy and completeness of the information furnished by CMAR and shall not be deemed to represent that the Design Professional has made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Design Professional has made exhaustive or continuous on-site inspections; or that the Design Professional has made examinations to ascertain how or for what purposes CMAR has used amounts previously paid on account of the contract. Such examinations, audits, and verifications, if required by County, will be performed by County's auditors acting in the sole interest of County.

7.2 Final Payment.

7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by County to CMAR when:

A. CMAR has fully performed the contract except for CMAR's responsibility to correct Work as provided in Section 12.2.2 of Exhibit A—General Conditions of the Contract for Construction, and to satisfy other requirements, if any, which extend beyond final payment;
B. CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
C. A final Certificate for Payment has been issued by the Design Professional.

County's final payment to CMAR shall be made no later than thirty (30) days after the issuance of the Design Professional's final Certificate for Payment.

7.2.2 County's auditors will review and report in writing on CMAR's final accounting within 30 days after delivery of the final accounting to the Design Professional by CMAR. Based upon such Cost of the Work as County's auditors report to be substantiated by CMAR's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Design Professional will, within seven (7) days after receipt of the written report of County's auditors, either issue to County a final Certificate for Payment with a copy to CMAR, or notify CMAR and County in writing of the Design Professional's reasons for withholding a certificate as provided in Section 9.5.1 of Exhibit A—General Conditions of the Contract for Construction, The time periods stated in this Section supersede those stated in Section 9.4.1 of Exhibit A—General Conditions of the Contract for Construction. The Design Professional is not responsible for verifying the accuracy of CMAR's final accounting.

7.2.3 If County's auditors report the Cost of the Work as substantiated by CMAR's final accounting to be less than claimed by CMAR, CMAR shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of Exhibit A—General Conditions of the Contract for Construction. A request for mediation shall be made by CMAR within thirty (30) days after CMAR's receipt of a copy of the Design Professional's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by County's auditors becoming binding on CMAR. Pending a final resolution of the disputed amount, County shall pay CMAR the amount certified in the Design Professional's final Certificate for Payment.

7.2.4 If, subsequent to final payment and at County's request, CMAR incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, County shall reimburse CMAR such costs and CMAR'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 CMAR has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to County in determining the net amount to be paid by County to CMAR.

ARTICLE 8 – INSURANCE AND BONDS

For all phases of the project, CMAR shall purchase and maintain insurance, and CMAR shall provide bonds as set forth in Article 11 of Exhibit A—General Conditions of the Contract for Construction.

ARTICLE 9 – DISPUTE RESOLUTION

9.1 Any Claim between County and CMAR shall be resolved in accordance with the provisions set forth in Article 9 and Article 15 of Exhibit A—General Conditions of the Contract for Construction. However, for Claims arising from or relating to CMAR's Preconstruction Phase Services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Contract shall not apply.

9.2 For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of Exhibit A—General Conditions of the Contract for Construction, the method of binding dispute resolution shall be arbitration pursuant to Section 15.4 of Exhibit A—General Conditions of the Contract for Construction.

9.3 Initial Decision Maker. The Design Professional will serve as the Initial Decision Maker pursuant to Section 15.2 of Exhibit A—General Conditions of the Contract for Construction for Claims arising from or relating to CMAR's Construction Phase Services.

ARTICLE 10 – TERMINATION OR SUSPENSION

10.1 Termination Prior to Establishment of the Guaranteed Maximum Price.

10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, County may terminate this Contract upon not less than seven (7) days' written notice to CMAR for County's convenience and without cause, and CMAR may terminate this Contract, upon not less than seven (7) days' written notice to County, for the reasons set forth in Section 14.1.1 of Exhibit A—General Conditions of the Contract for Construction.

10.1.2 In the event of termination of this Contract pursuant to Section 10.1.1, CMAR shall be equitably compensated for Preconstruction Phase Services performed prior to receipt of a notice of termination. In no event shall CMAR's compensation under this Section exceed the compensation set forth in Section 4.1.

10.1.3 If County terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, County shall pay to CMAR an amount calculated as follows, which amount shall be in addition to any compensation paid to CMAR under Section 10.1.2:

A. Take the Cost of the Work incurred by CMAR to the date of termination;
B. Add CMAR's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if CMAR'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
C. Subtract the aggregate of previous payments made by County for Construction Phase Services.

County shall also pay CMAR fair compensation, either by purchase or rental at the election of County, for any equipment owned by CMAR which County elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.A. To the extent that County elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CMAR shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CMAR, as County may require for the purpose of fully vesting in County the rights and benefits of CMAR under such

subcontracts and purchase orders. All subcontracts, purchase orders, and rental agreements entered into by CMAR will contain provisions allowing for assignment to County as described above.

If County accepts assignment of subcontracts, purchase orders, or rental agreements as described above, County will reimburse or indemnify CMAR for all costs arising under the subcontract, purchase order, or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If County chooses not to accept assignment of any subcontract, purchase order, or rental agreement that would have constituted a Cost of the Work had this Contract not been terminated, CMAR will terminate the subcontract, purchase order, or rental agreement and County will pay CMAR the costs necessarily incurred by CMAR because of such termination.

10.2 Termination Subsequent to Establishing Guaranteed Maximum Price. Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the contract may be terminated as provided in Article 14 of Exhibit A—General Conditions of the Contract for Construction.

10.2.1 If County terminates the contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to CMAR pursuant to Sections 14.2 and 14.4 of Exhibit A—General Conditions of the Contract for Construction shall not exceed the amount CMAR would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Contract.

10.2.2 If CMAR terminates the contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to CMAR under Section 14.1.3 of Exhibit A—General Conditions of the Contract for Construction shall not exceed the amount CMAR would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that CMAR's Fee shall be calculated as if the Work had been fully completed by CMAR, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 Suspension. The Work may be suspended by County as provided in Article 14 of Exhibit A—General Conditions of the Contract for Construction. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of Exhibit A—General Conditions of the Contract for Construction, except that the term "profit" shall be understood to mean CMAR's Fee as described in Sections 5.1 and 5.3.5 of this Contract.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.1 Terms in this Contract shall have the same meaning as those in Exhibit A—General Conditions of the Contract for Construction.

11.2 Ownership and Use of Documents. Section 1.5 of Exhibit A—General Conditions of the Contract for Construction shall apply to both the Preconstruction and Construction Phases.

11.3 Governing Law. Section 13.1 of Exhibit A—General Conditions of the Contract for Construction shall apply to both the Preconstruction and Construction Phases.

11.4 Assignment. County and CMAR, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Contract. Neither County nor CMAR shall assign this Contract without the written consent of the other. Neither party to the contract shall assign the contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.

ARTICLE 12 – SCOPE OF THE CONTRACT

12.1 This Contract represent the entire and integrated agreement between County and CMAR and supersedes all prior negotiations, representations, or agreement, either written or oral. This Contract may be amended only by written instrument signed by both County and CMAR.

12.2 The following documents comprise the Contract:

A. Service Contract No. 12022025 – *2025 Flood Events – Construction Manager at Risk Services, Preconstruction Services*
B. Exhibit A—General Conditions of the Contract for Construction
C. Exhibit B—Preconstruction Services Fee Proposal
D. Exhibit C—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
E. Exhibit D— NOAA U.S. Climate Normals for Globe, Arizona

IN WITNESS WHEREOF, two (2) identical counterparts of this Contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

Stephen Christensen, Chairman of the Board

TIFFANY CONSTRUCTION COMPANY

Signature

Herb Tiffany

Printed Name

President

Title

02/27/2026

Date Signed



EXHIBIT A—

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

SERVICE CONTRACT NO. 12022025

EXHIBIT A—GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

PUBLIC WORKS

FOR THE FOLLOWING PROJECT:

2025 Flood Events – Construction Manager at Risk Services

- Russell Gulch
- Hospital Floodwall
- Copper Hills Road
- Ice House Canyon at Albany Drive
- Six Shooter Canyon

OWNER:
Gila County, Arizona
A public agency of the State of Arizona acting through its Board of Supervisors
1400 East Ash Street
Globe, Arizona 85501

CONSTRUCTION MANAGER AT RISK (CMAR)
Tiffany Construction Company
An Arizona Corporation
7122 North 27th Avenue
Phoenix, Arizona 85051

DESIGN PROFESSIONAL
JE fuller/Hydrology and Geomorphology, Inc.
An Arizona Corporation
8400 South Kyrene Road, Suite 201
Tempe, Arizona 85284

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ARTICLE 1 – GENERAL PROVISIONS

1.1 Basic Definitions.

Allowance. A specific amount for a specific item of work, if any, that County agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of County) at the time the Contract Price is agreed to for CMAR to provide a definitive price.

Alternative Systems Evaluations or Alternative Analysis. Alternatives for design, means, and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional project that meets County requirements.

Application for Payment. The form that is accepted by County and used by CMAR in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or County.

Attachment. Any item the solicitation requires the Responder to submit as part of the Offer.

Buyout. The process for CMAR to negotiate and execute subcontracts after a construction contract is executed. In Guaranteed Maximum Price (GMP) contracts, if the sum of all the subcontract buyouts results in a net savings, these savings are retained by the County.

Change Order. A written instrument issued after execution of the Contract Documents signed by County and CMAR stating their agreement upon all of the following: the addition, deletion, or revision in the scope of services or deliverables; the amount of the adjustment to the contract sum, the extent of the adjustment to the contract time, or modifications of other contract terms. The contract sum and contract time may be changed only by Change Order.

Construction Budget. The County's budget for construction of the project.

Construction Documents. The plans, specifications, and drawings prepared and issued by the Design Professional and approved by County for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting, and incorporated into the contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by County prior to incorporation into the contract.

Construction Manager at Risk (CMAR). The person or firm selected by County to provide preconstruction and/or construction services as detailed in a Construction Manager at Risk contract with County. The term "Contractor" includes CMAR under both Preconstruction Services and Construction Services contracts.

Consultant. Entity that provides professional services.

Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between CMAR and the Design Professional or the Design Professional's consultants; (2) between County and a subcontractor or sub-subcontractor; (3) between County and the Design Professional or the Design Professional's consultants; or (4) between any persons or entities other than County and CMAR. The Design Professional shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Design Professional's duties.

Contract Documents. The Contract Documents are enumerated in the agreement between County and CMAR (hereinafter the Contract) and consist of the Contract, Conditions of the Contract (General, Supplementary, and Other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties; (2) a Change Order; (3) a Construction Change Directive; or (4) a written order for a minor change in the Work issued by the Design Professional. Unless specifically enumerated in the Contract, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by County in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

Contract Sum. The agreed upon price to be paid to CMAR for full, timely, and acceptable completion of the services or Work under the terms of the contract. Where compensation under the contract is based upon a Guaranteed Maximum Price (GMP) accepted by County, the term "Contract Sum" refers to the GMP.

Contract Time. The number of calendar days or the dates related to the applicable phase, Substantial Completion, and/or Final Acceptance as stated in the Contract Documents. Contract Time starts with the Notice to Proceed (NTP) and ends with Final Acceptance. The Contract Time is set forth in the contract and is based upon the project schedule agreed to by County in writing.

Contractor. The entity with whom County has entered into an agreement for construction-related work or services in relation to the project at issue. As used in construction contracts, the term Contractor includes CMAR and JOC under contract with County to provide Preconstruction and/or Construction Services.

Contractor's Fee or CMAR's Fee. An agreed-to percentage in an accepted GMP that represents the Contractor's fee for the performance of the Work.

Cost of the Work. The direct costs necessarily incurred by CMAR in the proper, timely, and complete performance of the Work. The Cost of the Work shall only include those costs set forth in Sections 6.1 through 6.7 of the contract.

County. Gila County and any Department or Office of the County.

County Board of Supervisors. The contracting authority for the County. The County Manager is authorized to sign contracts and amendments up to $50,000 on behalf of the Board of Supervisors.

Critical Path. Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the project schedule, the Critical Path for the project shall not be changed without prior written approval of County.

Days. Calendar days unless otherwise specified.

Design Professional. The qualified, licensed entity who furnishes design and construction administration services. The person, firm, or corporation must hold a license in the State of Arizona in the appropriate discipline required under the Contract Documents. These services may include, but are not limited to, development of construction drawings and documents; review of contractor submittal(s); review of and response to Requests for Information; approval and certification of progress payment applications; construction administration; and construction contract close out.

Differing Site Conditions. Concealed or latent physical conditions or subsurface conditions at the Site that: (1) materially differ from the conditions indicated in the Contract Documents; or (2) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

Drawings. Graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

Exhibit. Any item labeled as an Exhibit in the solicitation or contract or placed in the Exhibits section of the solicitation or contract.

Final Acceptance. The County's acceptance of the project from CMAR after all work is completed, tested, and inspected in accordance with the contract requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fiscal Year. The period beginning July 1 and ending June 30.

Fixed Price. A fixed price or amount for a Contract Sum, scope of work, materials, or other item under a contract, change order, job order, or other agreement which County agrees in writing to pay instead of the actual cost.

Float. The number of days by which an activity can be delayed without extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to County.

Gratuity. A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

Guaranteed Maximum Price (GMP). The Guaranteed Maximum Price set forth in the contract, change order, or job order, if applicable.

Initial Decision Maker. Pursuant to Section 15.2, the Design Professional will serve as the Initial Decision Maker to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to County or CMAR and shall not be liable for results of interpretations or decisions rendered in good faith. Notwithstanding the foregoing, in the event the Design Professional's alleged liability is at issue for the Drawings and Specifications, the Design Professional shall not serve as the Initial Decision Maker and no initial decision shall be required under Article 15.

Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design Professional and the Design Professional's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

Materials. All property, including equipment, supplies, printing, insurance, and leases of property, but does not include land, a permanent interest in land or real property, or leasing space.

May. Something that is not mandatory but permissible.

Minor Change. A change in the Work having no impact on cost or time or the County-approved design intent, as determined by County.

Preconstruction Services. The services to be provided under the Preconstruction Services contract.

Preconstruction Services Contract. The contract entered into between County and CMAR for Preconstruction Services to be provided by CMAR including, without limitation, the generation of a Guaranteed Maximum Price proposal. If the GMP Proposal is accepted by County and a Guaranteed Maximum Price Amendment is executed between County and CMAR, the duties, obligations, and warranties of CMAR under the Preconstruction Services Contract survive and are incorporated into the resulting Construction Contract.

Product Data. Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

Project. The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by County and by separate contractors.

Request for Information (RFI). Formal written request from CMAR to County and/or Design Professional for the project seeking clarification or additional information needed for CMAR to properly complete the Work and/or services under the contract. County may require RFIs to be submitted on a specific form or in a specific format.

Samples. Physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

Separate Contractor(s). Other contractor(s) retained by County under separate agreements.

Services. The furnishing of labor, time, or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

Shall, Will, Must. A mandatory requirement.

Shop Drawings. All drawings, diagrams, schedules, and other data specifically prepared for the Work by CMAR or a subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

Should. Something that is recommended but not mandatory.

Site. The land or premises on which the project is located.

Specifications. That portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.

Subconsultant. An entity having a contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the project.

Subcontract. Any contract, express or implied, between CMAR and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service required for the performance of the contract.

Subcontractor. An entity having a direct contract with CMAR or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of Preconstruction Services or Construction Phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the subcontractor selection process described in the Contract Documents, if any.

Substantial Completion. The date when County determines that the Work (or separable units of phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents such that the project is ready for use by County for its intended purpose, opening to the general public, full occupancy or use by County (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and/or all areas serving the general public, as applicable, shall be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and

concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable, and controlled; paving completed; signage installed; and/or other work as applicable has been performed to a similar state of essential and satisfactory completion.

Sub-subcontractor. A person or entity who has a direct or indirect contract with a subcontractor to perform a portion of the Work at the site. The term "sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a sub-subcontractor or an authorized representative of the sub-subcontractor.

Superintendent. Contractor's authorized representative in responsible charge of the Work.

Supplier. A manufacturer, fabricator, distributor, or vendor having a direct contract with CMAR or with any subcontractor to furnish materials or equipment to be incorporated in the Construction Phase Work by CMAR or any subcontractor.

Work. The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by CMAR to fulfill CMAR's obligations. The Work may constitute the whole or a part of the Project.

1.2 Correlation and Intent of the Contract Documents.

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by CMAR. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by CMAR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid and unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

1.2.2 Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawings shall not control CMAR in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 Capitalization. Terms capitalized in these General Conditions include those that are (1) specifically defined or (2) the titles of numbered articles.

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

1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service.

1.5.1 The Design Professional and the Design Professional's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. CMAR, subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design Professional's or Design Professional's consultants' reserved rights.

1.5.2 CMAR, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. CMAR, subcontractors, sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of County, the Design Professional, and the Design Professional's consultants.

1.6 Notice.

1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Contract.

1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

1.7 Digital Data Use and Transmission. If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

1.8 Legal Arizona Workers Act Compliance. CMAR hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to CMAR's employment of its employees and with the requirements of A.R.S. § 41-4401 and § 23-214(A) (together the "State and Federal Immigration Laws"). CMAR shall further ensure that each subcontractor who performs any work for CMAR under this Contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of CMAR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CMAR's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section, shall be deemed to be a material breach subjecting CMAR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CMAR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CMAR shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants

that it will always during the term of this Contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214(A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to an including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be the responsibility of CMAR.

1.9 Israel Boycott Certification. CMAR hereby certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by CMAR may result in action by County up to and including termination of this Contract.

CMAR further agrees that if CMAR becomes aware, during the term of the contract, that CMAR is not in compliance with this Certification, CMAR shall notify County within five (5) business days after becoming aware of the noncompliance. If CMAR does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

ARTICLE 2 – OWNER (COUNTY)

2.1 General.

2.1.1 The Owner is the person or entity identified as such in the contract and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Design Professional does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Within these Contract Documents, the terms "Owner" and "County" are used interchangeably.

2.1.2 County shall furnish to CMAR, within 15 days after receipt of a written request, information necessary and relevant for CMAR to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and County's interest therein.

2.2 Evidence of the Owner's Financial Arrangements.

2.2.1 Prior to commencement of the Work and upon written request by CMAR, County shall furnish to CMAR reasonable evidence that County has made financial arrangements to fulfill County's obligations under the contract. CMAR shall have no obligation to commence the Work until County provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

2.2.2 Following commencement of the Work and upon written request by CMAR, County shall furnish to CMAR reasonable evidence that County has made financial arrangements to fulfill County's obligations under the Contract only if (1) County fails to make payments to CMAR as the Contract Documents require; (2) CMAR identifies in writing a reasonable concern regarding County's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If County fails to provide such evidence, as required, within 14 days of CMAR's request, CMAR may immediately stop the Work and, in that event, shall notify County that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, CMAR may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped

under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of CMAR's reasonable costs of shutdown, delay, and start-up, plus interest as provided in the Contract Documents.

2.2.3 After County furnishes evidence of financial arrangements under this Section 2.2, County shall not materially vary such financial arrangements without prior notice to CMAR.

2.2.4 All information furnished under this Section 2.2 as "confidential," CMAR shall keep the information confidential and shall not disclose it to any other person. However, CMAR may disclose "confidential" information, after seven (7) days' notice to County, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. CMAR may also disclose "confidential" information to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

2.3 Information and Services Required of the Owner.

2.3.1 Except for permits and fees that are the responsibility of CMAR under the Contract Documents, including those required under Section 3.7.1, County shall pay for building permit, secure and pay for necessary approvals, easements, assessments, and charges required for construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

2.3.2 County shall retain a Design Professional lawfully licensed in the State of Arizona in the appropriate discipline required under the Contract Documents. That person or entity is identified as the Design Professional in the contract and is referred to throughout the Contract Documents as if singular in number.

2.3.3 If the employment of the Design Professional terminates, County shall employ a successor to whom CMAR has no reasonable objection and whose status under the Contract Documents shall be that of the Design Professional.

2.3.4 County shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. CMAR shall be entitled to rely on the accuracy of information furnished by County but shall exercise proper precautions relating to the safe performance of the Work.

2.3.5 County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

2.3.6 Unless otherwise provided in the Contract Documents, County shall furnish to CMAR one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

2.4 Owner's Right to Stop the Work. If CMAR fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Design Professional, by notification to CMAR, may stop all or any specified portion(s) of the Work for up to 24 hours. Thereafter, if the Design Professional believes the stoppage should continue, the Design Professional shall so advise County and obtain County's written order of stoppage for a defined period of time, and County may issue a written order to CMAR to stop the Work, or any portion thereof, until the cause for

such order has been eliminated; however, the right of County to stop the Work shall not give rise to a duty on the part of the Design Professional or County to exercise this right for the benefit of CMAR or any other person or entity, except to the extent required by Section 6.1.3.

2.5 Owner's Right to Carry Out the Work. If CMAR defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a ten (10)-day period after receipt of notice from County to commence and continue correction of such default or neglect with diligence and promptness, County may, without prejudice to other remedies County may have, correct such default or neglect. Such action by County and amounts charged to CMAR are both subject to prior approval of the Design Professional and the Design Professional may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse County for the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the Design Professional's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, CMAR shall pay the difference to the County. If CMAR disagrees with the actions of County or the Design Professional, or the amounts claimed as costs to County, CMAR may file a Claim pursuant to Article 15.

ARTICLE 3 – CONTRACTOR (CMAR)

3.1 General.

3.1.1 The Contractor is the person or entity identified as such in the contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor will respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. Within these Contract Documents, the terms "Contractor" and "CMAR" are used interchangeably.

3.1.2 CMAR shall perform the Work in accordance with the Contract Documents.

3.1.3 CMAR shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in the Design Professional's administration of the contract, or by tests, inspections, or approval required or performed by persons or entities other than CMAR.

3.2 Review of Contract Documents and Field Conditions by Contractor.

3.2.1 Execution of the Contract by CMAR is a representation that CMAR has visited the site(s), become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

3.2.2 Because the Contract Documents are complementary, CMAR shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by County pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by CMAR and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, CMAR shall promptly report to the Design Professional any errors, inconsistencies, or omissions discovered by or made known to CMAR as a request for information in such form as the Design Professional may require. It is recognized that CMAR's review is made in CMAR's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

3.2.3 CMAR is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but CMAR shall promptly report to the Design Professional any nonconformity discovered by or made known to CMAR as a request for information in such form as the Design Professional may require.

3.2.4 If CMAR believes that additional cost or time is involved because of clarifications or instructions the Design Professional issues in response to CMAR's notices or requests for information pursuant to Section 3.2.2 or 3.2.3, CMAR shall submit Claims as provided in Article 15. If CMAR fails to perform the obligations of Section 3.2.2 or 3.2.3, CMAR shall pay such costs and damages to County, subject to Section 15.1.7, as would have been avoided if CMAR had performed such obligations. If CMAR performs those obligations, CMAR shall not be liable to County or Design Professional for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

3.3 Supervision and Construction Procedures.

3.3.1 CMAR shall supervise and direct the Work, using CMAR's best skill and attention. CMAR shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, CMAR shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If CMAR determines that such means, methods, techniques, sequences, or procedures may not be safe, CMAR shall give timely notice to County and the Design Professional, and shall propose alternative means, methods, techniques, sequences, or procedures. The Design Professional shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Design Professional objects to CMAR's proposed alternative, CMAR shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

3.3.2 CMAR shall be responsible to County for acts and omissions of CMAR's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, CMAR or any of its subcontractors.

3.3.3 CMAR shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.4 Labor and Materials.

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

3.4.2 Except in the case of minor changes in the Work approved by the Design Professional in accordance with Section 3.12.7 or ordered by the Design Professional in accordance with Section 7.4, CMAR may make substitutions only with the consent of County, after evaluation by the Design Professional and in accordance with a Change Order or Construction Change Directive.

3.4.3 CMAR shall enforce strict discipline and good order among CMAR's employees and other persons carrying out the Work. CMAR shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.5 Warranty.

3.5.1 *Liens.* CMAR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

3.5.2 *Quality.* Unless otherwise modified elsewhere in these terms and conditions, CMAR warrants that for two (2) years after acceptance by County of the materials, they shall be of a quality to pass without objection in the trade under the contract description; fit for the intended purposes for which the materials are used; with the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units; adequately contained, packaged, and marked as the contract may require; and conform to the written promises or affirmations of fact made by CMAR.

3.5.3 *Quality of Work.* CMAR shall be responsible for the professional quality and technical accuracy of the goods and services provided under this Contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state, and local statutes, rules, codes, laws, ordinances, regulations, and restrictions. CMAR shall work closely with County, and provide all reports and documents, including proposed corrective work through County Chief Financial Officer or their designee.

3.5.4 *Fitness.* CMAR warrants that any material supplied to County shall fully conform to all requirements of the contract and all representations of CMAR, and shall be fit for all purposes and uses required by the contract.

3.5.5 *Inspection/Testing.* The warranties set forth in Sections 3.5.1 through 3.5.3 are not affected by inspection or testing of or payment for the materials by County.

3.5.6 *Compliance with Applicable Laws.* The materials and services supplied under this Contract shall comply with all applicable federal, state, and local laws, and CMAR shall maintain all applicable licenses and permit requirements.

3.5.7 *IT 508 Compliance.* Unless specifically authorized in the contract, any electronic or information technology offered to Gila County under this Solicitation shall comply with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

3.5.8 *Survival of Rights and Obligations After Contract Expiration or Termination.* All representations and warranties made by CMAR under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, County is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

CMAR shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by CMAR prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

3.5.9 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of County, or shall be transferable to County, and shall commence in accordance with Section 9.8.4.

3.6 Taxes. CMAR shall pay sales, consumer, use, and similar taxes for the Work provided by CMAR. If sales, consumer, use, and similar taxes and/or tariffs not accounted for in the Contract Sum, no matter what effective increase the cost and/or time of the Work, County hereby agrees to enter into a Change Order commensurate with said escalation in the price of matters and/or time for the Work.

3.7 Permits, Fees, Notices, and Compliance with Laws.

3.7.1 Unless otherwise provided in the Contract Documents, CMAR shall assist County securing, and County shall obtain and pay for, required building permits, flood control permits, Clean Water Act Section 404 permits, and other environmental or regulatory permits issued by federal, state, or local agencies that are project-level or entitlement-based approvals.

CMAR shall obtain and pay for all other permits, fees, licenses, and inspections customarily secured by a contractor after execution of the Contract and necessary for the proper execution and completion of the Work.

3.7.2 CMAR shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3 If CMAR performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, CMAR shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

3.7.4 *Concealed or Unknown Conditions.* If CMAR encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, CMAR shall promptly provide notice to County and the Design Professional before conditions are disturbed and in no event later than two (2) days after first observance of the conditions. The Design Professional will promptly investigate such conditions and, if the Design Professional determines that they differ materially and cause an increase or decrease in CMAR's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Design Professional determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the contract is justified, the Design Professional shall promptly notify County and CMAR, stating the reasons. If either party disputes the Design Professional's determination or recommendation, that party may submit a Claim as provided in Article 15.

3.7.5 If, in the course of the Work, CMAR knowingly encounters human remains or recognizes the existence of burial markers, archaeological sites, or wetlands not indicated in the Contract Documents, CMAR shall immediately suspend any operations that would affect them and shall notify County and the Design Professional. Upon receipt of such notice, County shall promptly take any action necessary to obtain governmental authorization required to resume the operations. CMAR shall continue to suspend such operations until otherwise instructed by County but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

3.8 Allowances.

3.8.1 CMAR shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as County may direct, but CMAR shall not be required to employ persons or entities to whom CMAR has reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

A. Allowances shall cover the cost to CMAR of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
B. CMAR's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
C. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2(A) and (2) changes in CMAR's costs under Section 3.8.2(B).

3.8.3 Materials and equipment under an allowance shall be selected by County with reasonable promptness.

3.9 Superintendent.

3.9.1 CMAR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent CMAR, and communications given to the superintendent shall be as binding as if given to CMAR.

3.9.2 CMAR, as soon as practicable after award of the Contract, shall notify County and the Design Professional of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Design Professional may notify CMAR, stating whether County or the Design Professional (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Design Professional to provide notice within the 14-day period shall constitute notice of no reasonable objection.

3.9.3 CMAR shall not employ a proposed superintendent to whom County or the Design Professional has made reasonable and timely objection. CMAR shall not change the superintendent without County's consent, which shall not unreasonably be withheld or delayed.

3.10 Contractor's Construction and Submittal Schedules.

3.10.1 CMAR, promptly after being awarded the contract, shall submit for County's and the Design Professional's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an appointment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

3.10.2 CMAR, promptly after being awarded the contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Design Professional's approval. The Design Professional's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1)

be coordinated with the Contractor's construction schedule, and (2) allow the Design Professional reasonable time to review submittals. If CMAR fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3 CMAR shall perform the Work in general accordance with the most recent schedules submitted to County and the Design Professional.

3.11 Documents and Samples at the Site. CMAR shall make available, at the Project site, for the use of County and the Design Professional, a copy of the Contract Documents including Drawings, Specifications, Addenda Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Design Professional and County, and delivered to the Design Professional for submittal to County upon completion of the Work as a record of the Work as constructed.

3.12 Shop Drawings, Product Data, and Samples.

3.12.1 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Design Professional is subject to the limitations of Section 4.2.7. Informational submittals upon which the Design Professional is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Design Professional without action.

3.12.2 CMAR shall review for compliance with the Contract Documents, approve, and submit to the Design Professional, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Design Professional or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of County or of separate contractors.

3.12.3 By submitting Shop Drawings, Product Data, Samples, and similar submittals, CMAR represents to County and the Design Professional that CMAR has (1) reviewed and approved them, (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals within the requirements of the Work and of the Contract Documents.

3.12.4 CMAR shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Design Professional.

3.12.5 The Work shall be in accordance with approved submittals except that CMAR shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Design Professional's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless CMAR has specifically notified the Design Professional of such deviation at the time of submittal and (1) the Design Professional has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. CMAR shall not be relieved or responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Design Professional's approval thereof.

3.12.6 CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Design Professional on previous submittals, In the absence of such notice, the Design Professional's approval of a resubmission shall not apply to such revisions.

3.12.7 CMAR shall not be required to provide professional services that constitute the practice of engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless CMAR needs to provide such services in order to carry out CMAR's responsibilities for construction means, methods, techniques, sequences, and procedures. CMAR shall not be required to provide professional services in violation of applicable law.

3.12.7.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of CMAR by the Contract Documents, County and the Design Professional will specify all performance and design criteria that such services must satisfy. CMAR shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. CMAR shall cause such services or certifications to be provided by an appropriately-licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Design Professional. County and the Design Professional shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided County and the Design Professional have specified to CMAR the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.7, the Design Professional will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

3.12.7.2 If the Contract Documents require CMAR's design professional to certify that the Work has been performed in accordance with the design criteria, CMAR shall furnish such certifications to the Design Professional at the time and in the form specified by the Design Professional.

3.13 Use of Site. CMAR shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 Cutting and Filling.

3.14.1 CMAR shall be responsible for cutting and filling as required to complete the Work or to make its parts fit together properly. All areas requiring cut and fill shall be restored to the prior existing condition unless otherwise required by the Contract Documents.

3.14.2 CMAR shall not damage or endanger a portion of the Work or fully or partially completed construction of County or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. CMAR shall not cut or otherwise alter construction by County or a separate contractor except with written consent of County and of the separate contractor. Consent shall not be unreasonably withheld. CMAR shall not unreasonably withhold, from County or a separate contractor, its consent to cutting or otherwise altering the Work.

3.15 Cleaning Up.

3.15.1 CMAR shall keep the premises and surrounding area fee from accumulation of waste materials and rubbish caused by operations under the contract. At completion of the Work, CMAR shall remove waste materials, rubbish, CMAR's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2 If CMAR fails to clean up as provided in the Contract Documents, County may do so and County shall be entitled to reimbursement from CMAR.

3.16 Access to Work. CMAR shall provide County and the Design Professional with access to the Work in preparation and progress wherever located.

3.17 Royalties, Patents, and Copyrights. CMAR shall pay all royalties and license fees. CMAR shall defend suits or claims for infringement of copyrights and patent rights and shall hold County and the Design Professional harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in the Drawings, Specifications, or other documents prepared by County or the Design Professional. However, if an infringement of a copyright or patent is discovered by, or made known to, CMAR, CMAR shall be responsible for the loss unless the information is promptly furnished to the Design Professional.

3.18 Indemnification.

3.18.1 To the fullest extent permitted by law, CMAR shall identify and hold harmless County, the Design Professional, Design Professional's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of CMAR, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of CMAR, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for CMAR or a subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 – DESIGN PROFESSIONAL

4.1 General.

4.1.1 The Design Professional is the person or entity retained by County pursuant to Section 2.3.2 and identified as such in the contract.

4.1.2 Duties, responsibilities, and limitations of authority of the Design Professional as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of County, CMAR, and the Design Professional. Consent shall not be unreasonably withheld.

4.1.3 If the employment of the Design Professional is terminated, County shall employ a successor Design Professional as to whom the CMAR has no reasonable objection and whose status under the Contract Documents shall be that of the Design Professional.

4.2 Administration of the Contract.

4.2.1 The Design Professional will provide administration of the contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Design Professional issues the final Certificate for Payment. The Design Professional will have authority to act on behalf of County only to the extent provided in the Contract Documents.

4.2.2 The Design Professional will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with County, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Design Professional will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Professional will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the CMAR's rights and responsibilities under the Contract Documents.

4.2.3 On the basis of the site visits, the Design Professional will keep County reasonably informed about the progress and quality of the portion of the Work completed and promptly report to County (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by CMAR, and (3) defects and deficiencies observed in the Work. The Design Professional will not be responsible for CMAR's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Professional will not have control over or charge of, and will not be responsible for acts or omissions of, CMAR, subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 *Communications.* County and CMAR shall include the Design Professional in all communications that relate to or affect the Design Professional's services or professional responsibilities. County shall promptly notify the Design Professional of the substance of any direct communications between County and CMAR otherwise relating to the Project. Communications by and with the Design Professional's consultants shall be through the Design Professional. Communications by and with subcontractors and suppliers shall be through CMAR. Communications by and with separate contractors shall be through County. The Contract Documents may specify other communication protocols.

4.2.5 Based on the Design Professional's evaluations of CMAR's Applications for Payment, the Design Professional will review and certify the amounts due CMAR and will issue Certificates for Payment in such amounts.

4.2.6 The Design Professional has authority to reject Work that does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable, the Design Professional will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed, or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not to exercise such authority

shall give rise to a duty or responsibility of the Design Professional to CMAR, subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7 The Design Professional will review and approve, or take other appropriate action upon, CMAR's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Professional's action will be taken in accordance with the submittal schedule approved by the Design Professional or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy or completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of CMAR as required by the Contract Documents. The Design Professional's review of CMAR's submittals shall not relieve CMAR of the obligations under Sections 3.3, 3.5, and 3.12. The Design Professional's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Design Professional will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Design Professional will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

4.2.9 The Design Professional will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to County, for County's review and records, written warranties and related documents required by the contract and assembled by CMAR pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

4.2.10 If County and the Design Professional agree, the Design Professional will provide one or more Project representatives to assist in carrying out the Design Professional's responsibilities at the site. County shall notify CMAR of any change in the duties, responsibilities, and limitations of authority of the Project representatives.

4.2.11 The Design Professional will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either County or CMAR. The Design Professional's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12 Interpretations and decisions of the Design Professional will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Design Professional will endeavor to secure faithful performance by both County and CMAR, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

4.2.13 The Design Professional's decisions on matters related to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.2.14 The Design Professional will review and respond to requests for information about the Contract Documents. The Design Professional's response to such requests will be made in writing within any time

limits agreed upon or otherwise with reasonable promptness. If appropriate, the Design Professional will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 – SUBCONTRACTORS

5.1 Award of Subcontracts and Other Contracts for Portions of the Work.

5.1.1 Unless otherwise stated in the Contract Documents, CMAR, as soon as practicable after award of the contract, shall notify County and Design Professional of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Design Professional may notify CMAR whether County or the Design Professional (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Design Professional to provide notice within the 14-day period shall constitute notice of no reasonable objection.

5.1.2 CMAR shall not contract with a proposed person or entity to whom County or the Design Professional has made reasonable and timely objection. CMAR shall not be required to contract with anyone to whom CMAR has made reasonable objection.

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

5.1.4 CMAR shall not substitute a subcontractor, person, or entity for one previously selected if County or Design Professional makes reasonable objection to such substitution.

5.2 Subcontractual Relations. By appropriate written agreement, CMAR shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to CMAR by terms of the Contract Documents, and to assume toward CMAR all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work that CMAR, by these Contract Documents, assumes toward County and the Design Professional. Each subcontract agreement shall preserve and protect the rights of County and the Design Professional under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against CMAR that CMAR, by the Contract Documents, has against County. Where appropriate, CMAR shall require each subcontractor to enter into similar agreements with sub-subcontractors. CMAR shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, payment and performance bond number and applicable information by CMAR as required by the Contract Documents and copies of the Contract Documents to which the subcontractor will be bound and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective sub-subcontractors.

5.3 Contingent Assignment of Subcontracts.

5.3.1 Each subcontract agreement for a portion of the Work is assigned by CMAR to County, provided that:

A. Assignment is effective only after termination of the contract by County for cause pursuant to Section 14.2 and only for those subcontract agreements that County accepts by notifying the subcontractor and CMAR; and
B. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the contract.

When County accepts the assignment of a subcontract agreement, County assumes CMAR's rights and obligations under the subcontract.

5.3.2 Upon such assignment, if the Work has been suspended for more than 30 days, the subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

5.3.3 Upon assignment to County under this Section 5.3, County may further assign the subcontract to a successor contractor or other entity. If County assigns the subcontract to a successor contractor or other entity, County shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 Owner's Right to Perform Construction and to Award Separate Contracts.

6.1.1 County reserves the right to perform construction or operations related to the Project with County's own forces and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 County shall provide for coordination of the activities of County's own forces and of each Separate Contractor with the Work of CMAR, who shall cooperate with them. CMAR shall participate with any Separate Contractors and County in reviewing their construction schedules. CMAR shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by CMAR, Separate Contractors, and County until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when County performs construction or operations related to the Project with County's own forces or with Separate Contractors, County or its Separate Contractors shall have the same obligations and rights that CMAR has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

6.2 Mutual Responsibility.

6.2.1 CMAR shall afford County and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate CMAR's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of CMAR's Work depends for proper execution or results upon construction or operations by County or a Separate Contractor, CMAR shall, prior to proceeding with that portion of the Work, promptly

notify the Design Professional of apparent discrepancies or defects in the construction or operations by County or Separate Contractor that would render it unsuitable for proper execution and results of CMAR's Work. Failure of CMAR to notify the Design Professional of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that County's or Separate Contractor's completed or partially completed construction is fit and proper to receive CMAR's Work. CMAR shall not be responsible for discrepancies or defects in the construction or operations by County or Separate Contractor that are not apparent.

6.2.3 CMAR shall reimburse County for costs County incurs that are payable to a Separate Contractor because of CMAR's delays, improperly timed activities, or defective construction. County shall be responsible to CMAR for costs CMAR incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work, or defective construction.

6.2.4 CMAR shall promptly remedy damage that CMAR wrongfully causes to completed or partially completed construction or to property of County or Separate Contractor as provided in Section 10.2.5.

6.2.5 County and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for CMAR in Section 3.14.

6.3 Owner's Right to Clean Up. If a dispute arises among CMAR, Separate Contractors, and County as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, County may, after reasonable notice, clean up and the Design Professional will allocate the cost among those responsible.

ARTICLE 7 – CHANGES IN THE WORK

7.1 General.

7.1.1 Changes in the Work may be accomplished after execution of the contract, and without invalidating the contract, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among County, CMAR, and the Design Professional. A Construction Change Directive requires agreement by County and the Design Professional and may or may not be agreed to by CMAR. An order for a minor change in the Work may be issued by the Design Professional alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. CMAR shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Constructive Change Directive, or order for a minor change in the Work.

7.2 Change Orders. A Change Order is a written instrument prepared by the Design Professional and signed by County, CMAR, and the Design Professional stating their agreement upon all of the following:

A. The change in the Work;
B. The amount of the adjustment, if any, in the Contract Sum; and
C. Any increase in time required by a change order shall be offset with other actions in order that the extent of the adjustment, if any, in the Contract Time shall be negligible.

7.3 Construction Change Directives.

7.3.1 A Construction Change Directive is a written order prepared by the Design Professional and signed by County and the Design Professional, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. County may by Construction Change Directive, without invalidating the contract, order changes in the Work within the general scope of the contract consisting of additions, deletions, and other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

7.3.3.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
7.3.3.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
7.3.3.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
7.3.3.4 As provided in Section 7.3.4.

7.3.4 If CMAR does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Design Professional shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the contract, or if no such amount is set forth in the contract, a reasonable amount. In such case, and also under Section 7.3.3.3, CMAR shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

7.3.4.1 Costs of labor including applicable payroll taxes, fringe benefits required by agreement or custom, worker's compensation insurance, and other employee costs approved by the Design Professional;
7.3.4.2 Costs of materials, supplies, and equipment including cost of transportation, whether incorporated or consumed;
7.3.4.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from CMAR or others;
7.3.4.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
7.3.4.5 Costs of supervision and field office personnel directly attributable to the change.

7.3.5 If CMAR disagrees with the adjustment in the Contract Time, CMAR may make a Claim in accordance with applicable provisions of Article 15.

7.3.6 Upon receipt of a Construction Change Directive, CMAR shall promptly proceed with the change in the Work involved and advise the Design Professional of CMAR's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.7 A Construction Change Directive signed by CMAR indicates CMAR's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.8 The amount of credit to be allowed by CMAR to County for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost (excluding Construction Manager's Overhead and Fee) as confirmed by the Design Professional. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9 Pending final determination of the total cost of a Construction Change Directive to County, CMAR may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Design Professional will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Design Professional determines, in the Design Professional's professional judgment, to be reasonably justified. The Design Professional's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

7.3.10 When County and CMAR agree with a determination made by the Design Professional concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Design Professional will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 Minor Changes in the Work. The Design Professional may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Design Professional's order for minor changes shall be in writing. If CMAR believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, CMAR shall notify the Design Professional and shall not proceed to implement the change in the Work. If CMAR performs the Work set forth in the Design Professional's order for a minor change without prior notice to the Design Professional that such change will affect the Contract Sum or Contract Time, CMAR waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 – TIME

8.1 Definitions.

8.1.1 The date of commencement of the Work is the date established in the contract.

8.1.2 The date of Substantial Completion is the date certified by the Design Professional in accordance with Section 9.8.

8.2 Progress and Completion.

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the contract, CMAR confirms that the Contract Time is a reasonable not to exceed period for performing the Work.

8.2.2 CMAR shall not knowingly, except by agreement or instruction of County in writing, commence the Work prior to the effective date of insurance required to be furnished by CMAR under the Contract Documents.

8.2.3 CMAR shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 Delays and Extensions of Time.

8.3.1 If CMAR is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of County or the Design Professional, or an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond CMAR's control; (4) by delay authorized by County pending mediation and binding dispute resolution; or (5) by other causes that CMAR asserts, and the Design Professional determines, justify delay, then the Contract Time and related overhead expenses shall be extended for such reasonable time as County/Design Professional may determine and CMAR mutually agree.

8.3.1.1 When adverse weather conditions occur (i.e., those weather conditions which impede, mitigate, or negate work progressing on the critical path and delay critical path activities), CMAR shall be entitled to an extension of the Critical Patch Schedule for each day the adverse weather condition occurs along with each subsequent day that construction is delayed due to such adverse condition. Once approved by County, and pending approval from NRCS, such weather delays shall increase the schedule for the affected project(s) on a day-for-day basis.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Contract Sum.

9.1.1 The Contract Sum is stated in the contract and, including authorized adjustments, is the total amount payable by County to CMAR for performance of the Work under the Contract Documents.

9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to County or CMAR, the applicable unit prices shall be equitably adjusted as determined by County/Design Professional.

9.2 Schedule of Values. Where the contract is based on a stipulated sum or Guaranteed Maximum Price, CMAR shall submit a schedule of values to the Design Professional before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Design Professional. This schedule, unless objected to by Design Professional, shall be used as a basis for reviewing CMAR's Applications for Payment. Any changes to the schedule of values shall be submitted to the Design Professional and supported by such data to substantiate its accuracy as the Design Professional may require, and unless objected to by the Design Professional, shall be used as a basis for reviewing CMAR's subsequent Applications for Payment.

9.3 Applications for Payment.

9.3.1 At least ten (10) days before the date established for each progress payment, CMAR shall submit to the Design Professional an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating CMAR's right to payment that County or

Design Professional require, such as copies of requisitions, and releases and waivers of liens from subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the work that have been properly authorized by Construction Change Directives, or by interim determinations of the Design Professional, but not yet included in Change Orders.

9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which CMAR does not intend to pay a subcontractor or supplier, unless such Work has been performed by others whom CMAR intends to pay.

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

9.3.3 CMAR warrants that title to all Work covered by an Application for Payment will pass to County no later than the time of payment. CMAR further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from County shall, to the best of CMAR's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of CMAR, subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

9.3.4 *Lien Waivers.* This project is not subject to liens. In the event that CMAR, subcontractor, supplier, or materialmen files a lien notice or a lien, CMAR shall be solely responsible for its removal. CMAR shall also submit, along with the progress payment request, notarized lien waivers from each subcontractor, materials or equipment supplier, the aggregate sum of which shall be the amount of the previous progress payment issued to CMAR.

9.4 Certificates for Payment.

9.4.1 The Design Professional will, within seven (7) days after receipt of CMAR's Application for Payment, either (1) issue to County a Certificate for Payment in the full amount of the Application for Payment, with a copy to CMAR; or (2) issue to County a Certificate for Payment for such amount as the Design Professional determines is properly due, and notify CMAR and County of the Design Professional's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify CMAR and County of the Design Professional's reason for withholding certification in whole as provided in Section 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Design Professional to County, based on the Design Professional's evaluation of the Work and the data in the Application for Payment, that, to the best of the Design Professional's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that CMAR is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Design Professional.

However, the issuance of a Certificate for Payment will not be a representation that the Design Professional has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from subcontractors and suppliers and other data requested by County to substantiate CMAR's right to payment; or (4) made examination to ascertain how or for what purpose CMAR has used money previously paid on account of the Contract Sum.

9.5 Decisions to Withhold Certification.

9.5.1 The Design Professional may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect County, if in the Design Professional's opinion the representations to County required by Section 9.4.2 cannot be made. If the Design Professional is unable to certify payment in the amount of the Application, the Design Professional will notify CMAR and County as provided in Section 9.4.1. If CMAR and the Design Professional cannot agree on a revised amount, the Design Professional will promptly issue a Certificate for Payment for the amount which the Design Professional is able to make such representations to County. The Design Professional may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Professional's opinion to protect County from loss for which CMAR is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

9.5.1.1 Defective Work not remedied;

9.5.1.2 Third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to County is provided by CMAR;

9.5.1.3 Failure of CMAR to make payments properly to subcontractors or suppliers for labor, materials, or equipment;

9.5.1.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

9.5.1.5 Damage to County or a Separate Contractor;

9.5.1.6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

9.5.1.7 Repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When either party disputes the Design Professional's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

9.5.4 If the Design Professional withholds certification for payment under Section 9.5.1.3, County may, at its sole option, issue joint checks to CMAR and to any subcontractor or supplier to whom CMAR failed to make payment for Work properly performed or material or equipment suitably delivered. If County makes payments by joint check, County shall notify the Design Professional and CMAR shall reflect such payment on its next Application for Payment.

9.6 Progress Payments.

9.6.1 After the Design Professional has issued a Certificate for Payment, County shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Design Professional.

9.6.2 CMAR shall pay each subcontractor, no later than seven (7) days after receipt of payment from County, the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to CMAR on account of the subcontractor's portion of the Work. CMAR shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner.

9.6.3 The Design Professional will, on request, furnish to a subcontractor, if practicable, information regarding percentages of completion or amounts applied for by CMAR and action taken thereon by the Design Professional and County on account of portions of the Work done by such subcontractor.

9.6.4 County has the right to request written evidence from CMAR that CMAR has properly paid subcontractors and suppliers amounts paid by County to CMAR for subcontracted Work. If CMAR fails to furnish such evidence within seven (7) days, County shall have the right to contact subcontractors and suppliers to ascertain whether they have been properly paid. Neither County nor the Design Professional shall have an obligation to pay, or to see to the payment of money to, a subcontractor or supplier, except as may otherwise be required by law.

9.6.5 CMAR's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3, and 9.6.4.

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

9.6.7 Unless CMAR provides County with a payment bond in the full penal sum of the Contract Sum, payments received by CMAR for Work properly performed by subcontractors or provided by suppliers shall be held by CMAR for those subcontractors or suppliers who performed Work or furnished materials, or both, under contract with CMAR for which payment was made by County. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of CMAR, create any fiduciary liability or tort liability on the part of CMAR for breach of trust, or entitle any person or entity to an award of punitive damages against CMAR for breach of the requirements of this provision.

9.6.8 Provided County has fulfilled its payment obligations under the Contract Documents, CMAR shall defend and indemnify County from all loss, liability, damage, or expense, including reasonable attorneys' fees and litigation expenses, arising out of any lien claim or other claim for payment by any subcontractor or supplier of any tier. Upon receipt of a notice of a lien claim or other claim for payment, County shall notify CMAR. If approved by the applicable court, when required, CMAR may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

9.7 Failure of Payment. If the Design Professional does not issue a Certificate for Payment, through no fault of CMAR, within seven (7) days after receipt of CMAR's Application for Payment, or if County does not pay CMAR within seven (7) days after the date established in the Contract Documents, the amount certified by the Design Professional or awarded by binding dispute resolution, then the CMAR may, upon seven (7) additional days' notice to County and the Design Professional, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriate and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Contract Documents.

9.8 Substantial Completion.

9.8.1 Substantial Completion is the stage in the progress of the Work, or a designated portion thereof, when the Work is sufficiently complete in accordance with the Contract Documents such that County can utilize

the Work for its intended purpose, subject only to minor incomplete or corrective items that do not materially interfere with such use, as determined by County.

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

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

9.8.4 When the Work or designated portion thereof is substantially complete, the Design Professional will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of County and CMAR for security, maintenance, heat, utilities, damage to the Work, and insurance; and fix the time within which CMAR shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial Completion shall be submitted to County and CMAR for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, County shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 Provisions to Allow Storm Flow During Construction. CMAR shall plan, sequence, and perform the work so as to maintain the continuous ability of channels, washes, and drainage facilities within the Project limits to convey storm flows during construction. CMAR shall not place or leave equipment, materials, debris, temporary works, or obstructions within known or anticipated storm flow paths except as expressly approved in writing by County.

CMAR shall be solely responsible for all equipment, materials, and supplies left within storm flow paths and shall remove or secure such items at each work shutdown period including nights, weekends, and anticipated storm events.

Any loss of, damage to, or displacement of CMAR's equipment, materials, or completed Work resulting from storm flows shall be at CMAR's sole cost and expense and shall not be grounds for an increase in the Contract Sum or Contract Time.

9.10 Final Completion and Final Payment.

9.10.1 Upon receipt of CMAR's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Professional will promptly make such inspection. When the Design Professional finds the Work acceptable under the Contract Documents and the contract fully performed, the Design Professional will promptly issue a final Certificate for Payment stating that to the best of the Design Professional's knowledge, information, and belief, and on the basis of the Design Professional's on-site visits and inspections, the Work has been completed in accordance with the

Contract Documents and that the entire balance found to be due CMAR and noted in the final Certificate is due and payable. The Design Professional's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to CMAR's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until CMAR submits to the Design Professional (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which County or County's property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect; (3) a written statement that CMAR knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; (5) documentation of any special warranties, such as manufacturers' warranties or specific subcontractor warranties; and (6) if required by County, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the contract, to the extent and in such form as may be designated by County. If a subcontractor refuses to furnish a release or waiver required by County, CMAR may furnish a bond satisfactory to County to indemnify County against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, CMAR shall refund to County all money that County may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

9.10.4 The making of final payment shall constitute a waiver of Claims by County except those arising from:

9.10.4.1 Liens, Claims, security interests, or encumbrances arising out of the contract and unsettled;
9.10.4.2 Failure of the Work to comply with the requirements of the Contract Documents;
9.10.4.3 Terms of special warranties required by the Contract Documents; or
9.10.4.4 Audits performed by County, if permitted by the Contract Documents, after final payment.

9.10.5 Acceptance of final payment by CMAR, a subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs. CMAR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract.

10.2 Safety of Persons and Property.

10.2.1 CMAR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

10.2.1.1 Employees on the Work and other persons who may be affected thereby;

10.2.1.2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of CMAR, a subcontractor, or a sub-subcontractor; and

10.2.1.3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

10.2.3 CMAR shall implement, erect, and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

10.2.5 CMAR shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 to the extend caused in whole or in part by CMAR, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which CMAR is responsible under Sections 10.2.1.2 and 10.2.1.3. CMAR may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of County or the Design Professional or anyone directly or indirectly employed by either of them, or by anyone for whose acts either or them may be liable, and not attributable to the fault or negligence of CMAR. The foregoing obligations of CMAR are in addition to CMAR's obligations under Section 3.18.

10.2.6 CMAR shall designate a responsible member of CMAR's organization at the site whose duty shall be the prevention of accidents. This person shall be CMAR's superintendent unless otherwise designated by CMAR in writing to County and the Design Professional.

10.2.7 CMAR shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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

10.3 Hazardous Materials and Substances.

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

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

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

10.3.4 County shall not be responsible under this Section 10.3 for hazardous materials or substances CMAR brings to the site unless such materials or substances are required by the Contract Documents. County shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extend of CMAR's fault or negligence in the use and handling of such materials or substances.

10.3.5 CMAR shall reimburse County for the cost and expense County incurs (1) for remediation of hazardous materials or substances CMAR brings to the site and negligently handles, or (2) where CMAR fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to County's fault or negligence.

10.3.6 If, without negligence on the part of CMAR, CMAR is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, County shall reimburse CMAR for all cost and expense thereby incurred.

10.4 Emergencies. In an emergency affecting safety of persons or property, CMAR shall act, at CMAR's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by CMAR on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 – INSURANCE AND BONDS

Contractor and subcontractors shall procure and maintain until all their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. County in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Contract by Contractor, their agents, representatives, employees, or subcontractors, and Contractor is free to purchase additional insurance as may be determined necessary.

11.1 Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

11.1.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."**

11.1.2 **Workers' Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
• Each Accident	$100,000
• Disease – Each Employee	$100,000
• Disease – Policy Limit	$500,000

Policy shall contain a **waiver of subrogation** against the County of Gila.

11.1.3 **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	$1,000,000

Policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, including automobiles owned, leased, hired, or borrowed by the Contractor."**

11.1.4 **Professional Liability (Errors and Omissions Liability)**

- Each Claim $1,000,000
- Annual Aggregate $2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants: that any retroactive date under the policy shall precede the effective date of this Contract; and, that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

11.2 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

11.2.1 On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Contract.

11.2.2 Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

11.2.3 Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

11.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage, or endorsed to lower limits except after 30 days' prior written notice has been given to County. Such notice shall be sent directly to **Gila County Procurement, 1400 E Ash St, Globe AZ 85501** and shall be sent by certified mail, return receipt requested.

11.4 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona with an "A.M. Best" rating of not less than B+ VI. County does not warrant that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

11.5 Verification of Coverage. Contractor shall furnish County with certificates of insurance (ACORD form or equivalent approved by County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. ***All certificates and endorsements are to be received and approved by County before work commences.***

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Procurement, 1400 E Ash St, Globe AZ 85501** or email to otodd@gilacountyaz.gov. The County project and contract number and project description shall be noted on the certificate of insurance. County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

11.6 Subcontractors. Contractor's certificate(s) shall include all subcontractors as additional insured under its policies **or** Contractor shall furnish to County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

11.7 Approval. Any modification or variation from the insurance requirements in this Contract shall be made by County Attorney, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

11.8 Performance and Payment Bonds.

11.8.1 CMAR shall furnish bonds payable to County covering the faithful performance of the contract and payment of obligations arising hereunder in the full amount of the contract. The cost of bonds shall be included in the Guaranteed Maximum Price. The bonds required by this section shall be provided solely by the one or more surety companies holding a certificate of authenticity to transact surety business in the State of Arizona. The bonds shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. § 7-101 are satisfied.

11.8.2 CMAR shall deliver the required bonds to County at the time the GMP Amendment is executed.

11.8.3 CMAR shall require the attorney-in-fact who executed the required bond on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work.

12.1.1 If a portion of the Work is covered contrary to the Design Professional's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Design Professional, be uncovered for the Design Professional's examination and be replaced at CMAR's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered that the Design Professional has not specifically requested to examine prior to its being covered, the Design Professional may request to see such Work and it shall be uncovered by CMAR. If such Work is in accordance with the Contract Documents, CMAR shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at CMAR's expense.

12.2 Correction of Work.

12.2.1 *Before Substantial Completion.* CMAR shall promptly correct Work rejected by the Design Professional or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Design Professional's services and expenses made necessary thereby, shall be at CMAR's expense.

12.2.2 *After Substantial Completion.*

12.2.2.1 In addition to CMAR's obligations under Section 3.5, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, CMAR shall correct it promptly after receipt of notice from County to do so, unless County has previously given CMAR a

written acceptance of such condition. County shall give such notice promptly after discovery of the condition. During the one (1)-year period for correction of Work, if County fails to notify CMAR and give CMAR an opportunity to make the correction, County waives the rights to require correction by CMAR and to make a claim for breach of warranty. If CMAR fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from County or Design Professional, County may correct it in accordance with Section 2.5.

12.2.2.2 The one (1)-year period for correction of Work shall be extended with respect to portion of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.2.3 The one (1)-year period for correction of Work shall not be extended by corrective Work performed by CMAR pursuant to this Section 12.2.

12.2.3 CMAR shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by CMAR nor accepted by County.

12.2.4 CMAR shall bear the cost of correcting destroyed or damaged construction of County or Separate Contractors, whether completed or partially completed, caused by CMAR's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations CMAR has under the Contract Documents. Establishment of the one (1)-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of CMAR to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CMAR's liability with respect to CMAR's obligations other than specifically to correct the Work.

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

An acceptance of nonconforming work must be executed through a Change Order/Modification. Any other form of acceptance is not valid.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 Governing Law. This Contract shall be governed by the law of the State of Arizona and suits pertaining to this Contract shall be brought only in the Gila County Superior Court, Globe, Arizona.

13.2 Assignment and Delegation. No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of CMAR shall be made without prior written permission of the County's Chief Financial Officer. This Contract and all of the terms, conditions, and provisions herein shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. County shall not unreasonably withhold approval of assignment/delegation and shall notify CMAR of County's position within 15 days of receipt of written notice.

13.3 Rights and Remedies.

13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.3.2 No action or failure to act by County, Design Professional, or CMAR shall constitute a waiver of a right or duty afforded them under the contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

13.3.3 *Right to Assurance.* If County in good faith has reason to believe that CMAR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CMAR give a written assurance of intent to perform. Failure by CMAR to provide written assurance within the number of days specified in the demand may, at County's option, be the basis for terminating the contract under these General Conditions or other rights and remedies available by law or provided by the contract.

13.3.4 *Nonconforming Tender.* Materials or services supplied under this Contract shall fully comply with the Contract Documents. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, County may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

13.3.5 *Right to Offset.* County shall be entitled to offset against any sums due to CMAR, any expenses or costs incurred by County, or damages assessed by County concerning CMAR's nonconforming performance or failure to perform the contract, including expenses, costs, and damages described in these General Conditions.

13.4 Tests and Inspections.

13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. Unless otherwise provided, CMAR shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to County, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. CMAR shall give the Design Professional timely notice of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. County shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. County shall directly arrange and pay for tests, inspections, or approvals where applicable laws or regulations so require.

13.4.2 If the Design Professional, County, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Design Professional will, upon written authorization from County, instruct CMAR to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to County, and CMAR shall give timely notice to the Design Professional of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at County's expense.

13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with the requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Design Professional's services and expenses, shall be at CMAR's expense.

13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by CMAR and promptly delivered to the Design Professional.

13.4.5 If the Design Professional is to observe tests, inspections, or approvals required by the Contract Documents, the Design Professional will do so promptly and, where practicable, at the normal place of testing.

13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.5 Interest. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

13.6 Notice to Proceed/Ordering Authority. CMAR agrees to render goods or services promptly and diligently upon receipt of a written purchase order or Notice to Proceed. Prior to receiving this notice, CMAR shall not commence any billable activities in the performance of the contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to County inclusive of, but not limited to, contract termination and suspension and/or debarment of CMAR. A signed contract and valid purchase order must be in place prior to the start of any Work.

13.7 Acknowledgment. Each party acknowledges that the party's dated signature on the contract is intended to fully bind that party to the entire contract.

13.8 Advertising, Publishing, and Promotion of Contract. CMAR shall not use, advertise, or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

13.9 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and six (6) years thereafter, CMAR's or any subcontractor or sub-subcontractor's books and records shall be subject to audit by County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the contract or subcontract.

13.10 Certification of No Forced Labor. CMAR does not currently, and agrees for the duration of this Contract that they will not, use:

A. The forced labor of Ethnic Uyghurs in the People's Republic of China;
B. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and
C. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

CMAR further agrees that if CMAR becomes aware, during the term of the contract, that CMAR is not in compliance with this Certification, CMAR shall notify County within five (5) business days after becoming aware of the noncompliance. If CMAR does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

13.11 Confidentiality of Records. CMAR shall maintain the confidentiality and privilege of any documents that CMAR has access to which have been designated by County as confidential or privileged. CMAR shall establish and maintain procedures and controls that are acceptable to County for the purpose of assuring that no information contained in its records obtained from County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to County. CMAR also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of CMAR as needed for the performance of duties under the contract, unless otherwise agreed to in writing by County.

13.12 CMAR Business Facilities and Business Practices. CMAR's personnel, facilities, and equipment shall be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. CMAR bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.

13.13 Drug-Free Workplace Program. Contractors are hereby advised that Gila County has adopted a policy establishing a drug-free workplace for itself and as a requirement for contractors doing business with County to ensure the safety and health of employees working on its contracts/projects. CMAR shall require a drug-free workplace for all employees working under the contract. Specifically, all CMAR employees who are working under this Contract shall be notified in writing by CMAR that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. CMAR agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug-free workplace in accordance with this Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.

13.14 Non-Discrimination. CMAR shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rule, and regulations, including the Americans with Disabilities Act.

13.15 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant backup services, or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

13.16 Property of the County. Any materials including reports, computer programs, and other deliverables created under this Contract are the sole property of County. CMAR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CMAR shall not use or release these materials without prior written consent of County.

13.17 Delivery. Unless stated otherwise in the Contract Documents, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

13.18 Availability of Funds for the Next County Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of County for any payment may

arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

13.19 Availability of Funds for the Current County Fiscal Year. Should the County Board of Supervisors reduce the appropriations for any reason and these goods or services are not funded, County may take any of the following actions: accept a decrease in price offered by CMAR; cancel the contract; or cancel the contract and resolicit the requirements.

13.20 Risk of Loss. CMAR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CMAR regardless of receipt.

13.21 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or inability of either CMAR or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed via certified mail, return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent, that such delay or failure is caused by force majeure.

13.22 Third Party Antitrust Violations. CMAR assigns to County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to CMAR, toward fulfillment of this Contract.

13.23 Care of County Property. CMAR will be responsible for any damages to County property when such property is the responsibility of or in the custody of CMAR or its employees.

13.24 Eligible Agencies. This Contract shall be for the permissive use by Gila County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs, and improve delivery time. This Contract may be extended for use by other

municipalities, school districts, and government agencies in the State of Arizona with the approval of the Contractor. Orders place by other agencies and payment thereof will be the sole responsibility of that agency. County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g., delivery at a location outside Arizona).

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by CMAR.

14.1.1 CMAR may terminate the contract if the Work is stopped for a period of 30 consecutive days through no act or fault of CMAR, a subcontractor, a sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

14.1.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

14.1.1.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

14.1.1.3 Because the Design Professional has not issued a Certificate for Payment and has not notified CMAR of the reason for withholding certification as provided in Section 9.4.1, or because County has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

14.1.1.4 County has failed to furnish to CMAR reasonable evidence as required by Section 2.2.

14.1.2 CMAR may terminate the contract if, through no act or fault of CMAR, a subcontractor, a sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by County as described in Section 14.3, constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, CMAR may, upon seven (7) days' notice to County and Design Professional, terminate the contract and recover from County payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of CMAR, a subcontractor, a sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because County has repeatedly failed to fulfill County's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' notice to County and the Design Professional, terminate the contract and recover from County as provided in Section 14.1.3.

14.2 Termination by County for Cause.

14.2.1 County may terminate the contract if CMAR:

14.2.1.1 Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

14.2.1.2 Fails to make payment to subcontractors or suppliers in accordance with the respective agreements between CMAR and the subcontractors or suppliers;

14.2.1.3 Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

14.2.1.4 Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects CMAR's capability to perform under the contract;

14.2.1.5 Is the subject of a petition for involuntary bankruptcy not removed within 60 days;

14.2.1.6 Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract; or

14.2.1.7 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Design Professional that sufficient cause exists to justify such an action, County may, without prejudice to any other rights or remedies of County and after giving CMAR and CMAR's surety, if any, seven (7) days' notice, terminate employment of CMAR and may, subject to any prior rights of the surety:

14.2.2.1 Exclude CMAR from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon paid for by County;

14.2.2.2 Accept assignment of subcontracts pursuant to Section 5.3; and

14.2.2.3 Finish the Work by whatever reasonable method County may deem expedient. Upon written request of CMAR, County shall furnish to CMAR a detailed accounting of the costs incurred by County in finishing the Work.

14.2.3 When County terminates the contract for one of the reasons stated in Section 14.2.1, CMAR shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the work, including compensation for the Design Professional's services and expenses made necessary thereby, and other damages incurred by County and not expressly waived, such excess shall be paid to CMAR. If such costs and damages exceed the unpaid balances, CMAR shall pay the difference to County. The amount to be paid to CMAR or County, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the contract.

14.3 Suspension by County for Convenience.

14.3.1 County may, without cause, order CMAR in writing to suspend, delay, or interrupt the Work, in whole or in part, for such period of time as County may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

14.3.2.1 That performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which CMAR is responsible; or

14.3.2.2 That an equitable adjustment is made or denied under another provision of the contract.

14.4 Termination by County for Convenience.

14.4.1 County may, at any time, terminate the contract for County's convenience and without cause.

14.4.2 Upon receipt of notice from County of such termination for County's convenience, CMAR shall:

14.4.2.1 Cease operations as directed by County in the notice;

14.4.2.2 Take actions necessary, or that County may direct, for the protection and preservation of the Work; and

14.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for County's convenience or as set forth in Section 14.5, County shall pay CMAR solely for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of subcontracts; and the termination fee, if any, set forth in the contract.

14.5 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, County may cancel this Contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of County is, or becomes at any time while the contract or an extension of the contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the contract. The cancellation shall be effective when CMAR receives written notice of the cancellation unless the notice specifies a later time.

14.6 Gratuities. County may, by written notice, terminate this Contract, in whole or in part, if County determines that employment or a gratuity was offered or made by CMAR or a representative of CMAR to any officer or employee of County for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by CMAR.

14.7 Suspension or Debarment. County may, by written notice to CMAR, immediately terminate this Contract if County determines that CMAR has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that CMAR is not currently suspended or debarred. If CMAR becomes suspended or debarred, CMAR shall immediately notify County.

14.8 Continuation of Performance Through Termination. CMAR shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

ARTICLE 15 – CLAIMS AND DISPUTES

15.1 Claims.

15.1.1 *Definition.* A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the contract. The term "Claim" also includes other disputes and matters in question between County and CMAR arising out of or relating to the contract. This Section 15.1.1 does not require County to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 *Time Limits on Claims.* County and CMAR shall commence all Claims and causes of action against the other and arising out of or related to the contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the contract and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. County and CMAR waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

15.1.3 *Notice of Claims.*

15.1.3.1 Claims by either County or CMAR, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

Notwithstanding the foregoing, any claim against County must also comply with A.R.S. § 12-821.01 and nothing in the Contract Documents shall waive, alter, or modify the notice of claim requirement of A.R.S. § 12-821.01.

15.1.3.2 Claims by either County or CMAR, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

15.1.4 *Continuing Contract Performance.*

15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, CMAR shall proceed diligently with performance of the contract and County shall continue to make payments in accordance with the Contract Documents.

15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Design Professional will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

15.1.5 *Claims for Additional Cost.* If CMAR wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

15.1.6 *Claims for Additional Time.*

15.1.6.1 If CMAR wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given.

If CMAR proceeds to execute the Work without providing such notice, CMAR waives any right to an increase in the Contract Time. CMAR's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

15.1.6.3 Claims for extension of the Contract Time shall be submitted in accordance with this Article. Any extension of the Contract Time affecting the NRCS-required completion period shall be subject to applicable NRCS requirements and approvals. County shall submit requests for extension to NRCS when required; however, approval by NRCS shall not be guaranteed.

CMAR acknowledges that the Work is subject to a maximum completion period established by NRCS and shall plan and perform the Work accordingly. In the event of delays, CMAR shall take

all reasonable steps to mitigate the impact of such delays, including resequencing the Work or implementing alternative work schedules where feasible and safe.

If CMAR fails to prosecute the Work with sufficient diligence to achieve Substantial Completion within the required time, and such failure is not due to excusable delay, County may, after written notice and opportunity to cure, exercise its rights under the contract, including supplementing the workforce or engaging others to complete portions of the Work, with costs attributable to CMAR's failure recoverable from CMAR.

15.1.7 *Waiver of Claims for Consequential Damages.* CMAR and County waive Claims against each other for consequential and/or actual damages arising out of or relating to this Contract. This mutual waiver includes:

15.1.7.1 Damages incurred by County for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

15.1.7.2 Damages incurred by CMAR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This subparagraph 15.1.7 shall take precedence over any other provision of the Contract Documents which provides that CMAR is responsible for expenses, costs, or damages.

15.2 Initial Decision.

15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. The Design Professional will serve as the Initial Decision Maker, unless otherwise indicated in the contract. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 15 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between CMAR and persons or entities other than County.

15.2.2 The Initial Decision Maker will review Claims and within five (5) days after the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the Claim in whole or in part; (3) approve the Claim; (4) suggest a compromise; or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the

Initial Decision Maker in rendering a decision. The Initial Decision Maker may request County to authorize retention of such persons at County's expense.

15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within five (5) days after receipt of the request, and shall either (1) provide a response on the requested supporting data; (2) advise the Initial Decision Maker when the response or supporting data will be furnished; or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum, Contract Time, or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

15.2.6 Either party may file for mediation of an initial decision at any time, subject to the following terms:

Either party may, within 15 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 15 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

15.2.7 In the event of a Claim against CMAR, County may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of CMAR's default, County may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

15.3 Mediation.

15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the contract. A request for mediation shall be made in writing, delivered to the other party to the contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

15.3.3 Either party may, within 30 days from the date that mediation has been concluded without the resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

15.4 Arbitration.

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

In order to preserve the quality of the proceedings, unless it is agreed to otherwise by the parties, the Arbitrator(s) selected shall have a Construction Litigation experience of at least 15 years.

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

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

The cost of any binding dispute resolution procedure and reasonable attorneys' fees shall be borne by the non-prevailing party, as determined by the adjudicator thereof.

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

15.4.4 *Consolidation or Joinder.*

15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this contract with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute, or other matter in question not described in the written consent.

15.4.4.3 County and CMAR grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of County and CMAR under this Contract.



EXHIBIT B—

PRECONSTRUCTION SERVICES FEE PROPOSAL

STATEMENT OF QUALIFICATIONS

Clarifications and Preconstruction Proposal

GILA COUNTY
RFQ NO. 12022025
2025 FLOOD EVENTS
CONSTRUCTION MANAGER AT RISK SERVICES

February 6, 2026 **1:00 PM**



TIFFANY CONSTRUCTION COMPANY

Main Office:
7122 N 27th Ave
Phoenix, AZ 85051
(602) 276-2414

TIFFANY CONSTRUCTION

Verde Valley Office:
799 Cove Parkway
Cottonwood, AZ 86326
(928) 204-9817

Corporate Office:
7122 North 27th Avenue
Phoenix, Arizona 85051
Office: (602) 276-2414
Fax: (602) 268-5180

Verde Valley Office:
799 Cove Parkway
Cottonwood, Arizona 86326
Office: (928) 204-9817
Fax: (928) 204-0084

Tiffany Construction Company
License No. 071494 Class A - State of Arizona

February 6, 2026

Olivia M. Todd
Procurement Officer, Gila County
1350 East Monroe Street
Globe, Arizona 85501

Re: RFQ NO. 12022025
Gila County - 2025 Flood Events -
Construction Manager at Risk Services

Dear Ms. Todd,

Thank You for the opportunity to submit our clarifications regarding the proposed pre-construction services to demonstrate why Tiffany Construction is the best partner for Gila County to move forward with the flood mitigation design and construction services.

We recently celebrated our one hundredth year in operation and have successfully completed over fifty (50) CMAR projects involving flood mitigation. We have the experience and resources to work collaboratively with the County and the design engineers to expediently complete the design phase activities so we can have "boots on the ground" at the earliest date possible. We have successfully completed eleven (11) NRCS funded projects in the last three (3) years. We understand the NRCS mandated 220 day funding requirement, but more importantly, we also understand the importance of getting these five (5) projects substantially completed prior to Monsoon season. We are confident that with our experienced and diligent crews, and predicated on a late February to early March start date for the construction phase, we will have full conveyance of storm waters by July 4th, prior to the typical start of Monsoon season and well before the 220 day time limit imposed by the NRCS.

It is extremely vital that the design phase be completed as expeditiously as possible. We have worked together with the design engineers selected for this project many times in the past on similar projects and we know we will be the right partner in this process.

If you have any questions or concerns please do not hesitate to contact me at your earliest convenience.

Sincerely,

Herb C. Tiffany, III - President
ht3@tiffanyconst.com
(928) 220-0476

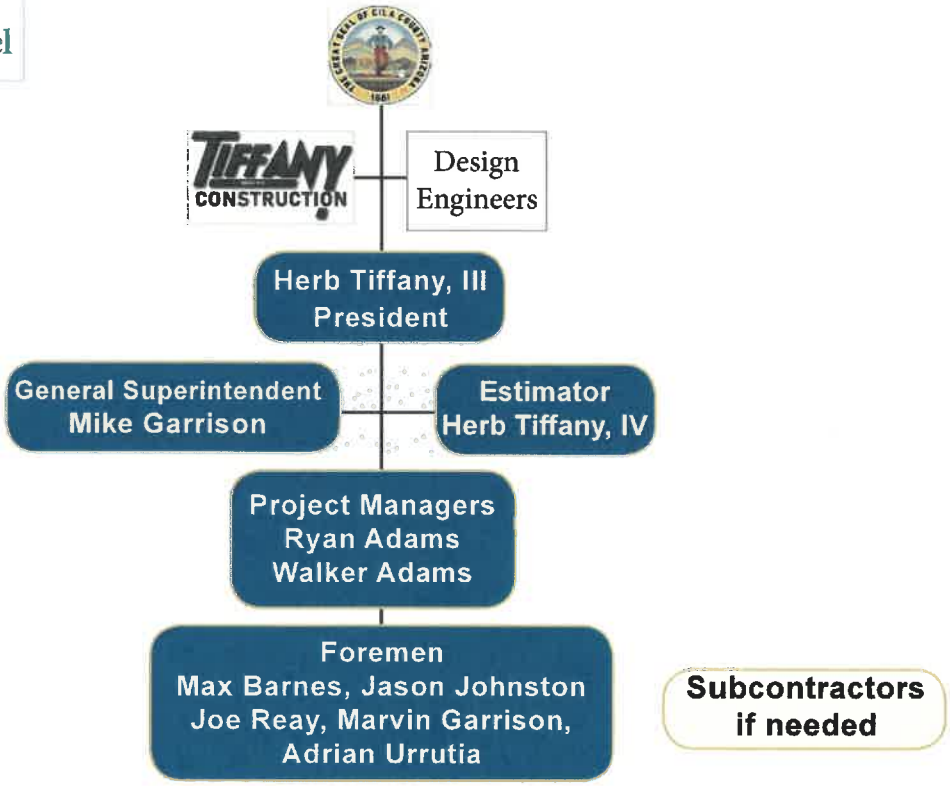
1. CONCURRENT PROJECT MANAGEMENT – Over the past 14 years, we have managed multiple concurrent flood mitigation projects for Coconino County, both during design phase and through construction completion. In 2024 alone, we completed eight (8) individual and concurrent projects with Coconino County with 112 employees and subcontractor personnel deployed over the projects. We completed each project prior to monsoons and below the prescribed GMP. We have proven that having multiple concurrent projects within the same region creates field efficiencies as we achieve better utilization of manpower, equipment and resources with the cost savings returned over multiple years. Our experience has shown us the process and how to be efficient when working on projects concurrently.
Our design team will consist of the following:

Name	Title	Years in Industry	Years with Tiffany
Herb Tiffany, III	President	42	34
Mike Garrison	General Superintendent	34	22
Ryan Adams	Estimator/PM	9	8
Walker Adams	Project Manager	7	3
Herb Tiffany, IV	Estimator	7	4

The same team will support each project foreman during the construction phase providing a seamless transition from design phase to construction. Ryan and Herb IV, will generate estimates while utilizing Mike's vast field experience for production rates and proper equipment. Walker will primarily be responsible for procurement and identifying potential long lead items. The entire team will review the plans and specifications and review each estimate prior to submission.

Key Personnel

Organization Chart



Clear and consistent communication is vital to any project particularly during the design stage. We will participate in all design meetings with the County and design engineers and remain fully engaged to fast track towards the GMP's. As we have done in the past, we will offer alternate designs, pricing for multiple different design features and propose value engineering solutions, while anticipating potential issues and providing cost effective and time-saving solutions.

During the design phase we will create a comprehensive master schedule to be built backwards from July 4th to ascertain the actual working days to determine crews needed to meet the schedule prior to monsoon season. During construction we will prepare weekly, three (3) week look ahead schedules to determine if we have any schedule drift and whether it needs to be resolved with additional working days, extended workdays or additional crews. As always, we are prepared to work 6 to 7 days a week to maintain schedule.

Every project will have a dedicated foreman and crew with Mike providing oversight and coordination among all the crews. All our foremen have been with Tiffany for over 10 years and work together effectively. Our foremen's experience and dedication to high quality work make them our best quality control "inspectors". Our foremen are proud of the work they do, and don't want to put their name or reputation on deficient work. We will also utilize third party inspection and testing firms to ensure compliance with project specifications.

Our E-Mod of 0.62 shows our commitment to safety. We will provide a job hazard analysis for each project prior to commencement to identify potential hazards and risks with each work plan. Each foreman will conduct a daily safety briefing with his crew and any subcontractors prior to start of shift to discuss any potential site-specific hazards that may be encountered that day. Tiffany also extends our safety beyond the crew, and does whatever is necessary to protect the public, using traffic control and / or other barriers for public safety.

2. LOCAL CONTRACTOR ENGAGEMENT – Fortunately we self-perform the majority of the scope of work for these types of projects. This enables us to control costs and schedule. After our initial review of the projects, we anticipate that the only potential subcontracted work would be trucking, soil nails and/or shotcrete. We will solicit local subcontractors, vendors and suppliers during a competitive bidding process with several selection criteria including the following:

a. Ability to meet schedule – Are they willing to work long hours and weekends to maintain the schedule and do they have the necessary manpower?
b. Quality – Do they meet our standards and expectations?
c. Past Performance – Do they have experience and familiarity with the scope of work that is required?
d. Safety – Do their safety values align with those of Tiffany Construction and the County?
e. Price – Is the pricing fair and within industry parameters?

One of the most critical elements of these is the ability to meet the schedule. Due to the time constraints placed on the funding by the NRCS and the threat of monsoon season, any and all subcontractors need to understand the vital importance of adhering to the schedule. These are not the types of projects to consider using unproven subcontractors.

3. SCHEDULE ACCELERATION AND DELIVERY- Over the past 3 years alone, we have successfully completed over $88 million in flood mitigation projects with Coconino County. Over $35 million was contributed through NRCS funding. All of the projects were delivered well prior to the NRCS funding deadline and all below the prescribed GMP.

List of NRCS Projects From the Last Three Years. All NRCS projects were completed within the mandated federal time frames.

Project Name	Year	Original Contract	Final Costs
Mount Elden Estates & Bayless	2022	$1,535,047	$1,397,294
Park Site Sediment Basins	2023	$1,500,000	$902,718
Brandis Way Channel 2023	2023	$3,679,298	$2,999,625
Wupatki Channel	2023	$4,877,586	$4,005,906
North & South Copeland Pipe Procurement	2024	$4,555,359	$4,100,636
North Copeland 72" SRMP	2024	$2,938,626	$2,484,757
South Copeland 120" SRMP	2024	$5,253,042	$3,963,892
Peaceful Way 120" SRMP	2024/25	$8,858,414	$7,663,119
Peaceful Way Overflow Swale	2024/25	$941,022	$564,214
Government Tank 120" SRMP	2025	$7,349,653	$6,975,560
Government Tank Detention Basin	2025	$213,229	$164,049
	Total	$41,701,276	$35,221,770

We recognize the 220 day NRCS time limit as a project constraint and will utilize previously implemented methods to ensure compliance with the funding requirements.

SCHEDULE ACCELERATION EXAMPLES:

During the Peaceful Way & Government Tank Storm Drain Projects, we utilized a two crew operation where one crew started at the inlet and the other started at the outlet and worked there way to meet in the middle. This allowed us to get these large projects completed in the tight window with monsoon storms being right around the corner.

Copeland, Peaceful, & Government Tank Storm Drain Concrete Structures: Early on in all of the storm drain projects, pipe crews were able to excavate out the inlet & outlet structures and install enough pipe to allow for the concrete crews to tackle all of them at the same time. Concrete crews were able to pour a portion of a structure and then jump to the other structure and work on it while the first one was curing. They would then jump back and forth until complete. This eliminated a large amount of schedule that would have been taken up if we were only able to get the concrete crews on one structure at a time.

Develop Schedule- We will develop a preliminary milestone schedule that utilizes aggressive phase compression in design and procurement to safeguard the construction window. We will build the schedule backwards from full conveyance and/or substantial completion, meaning, we will use July 4th, typically, the start of monsoon season, as our target date for the full conveyance and work the schedule backwards to see where we need to compress the schedule. This will help identify when and where we may need additional manpower and equipment.

Local supply chain management - We will prioritize sourcing aggregates, rock, concrete and other materials from local suppliers and ensure the materials are tested in compliance with project specifications.

Expedited Utility Coordination - We will leverage our long-standing relationships with utility providers to proactively identify and resolve potential utility conflicts during the design phase, so as to not impact construction.

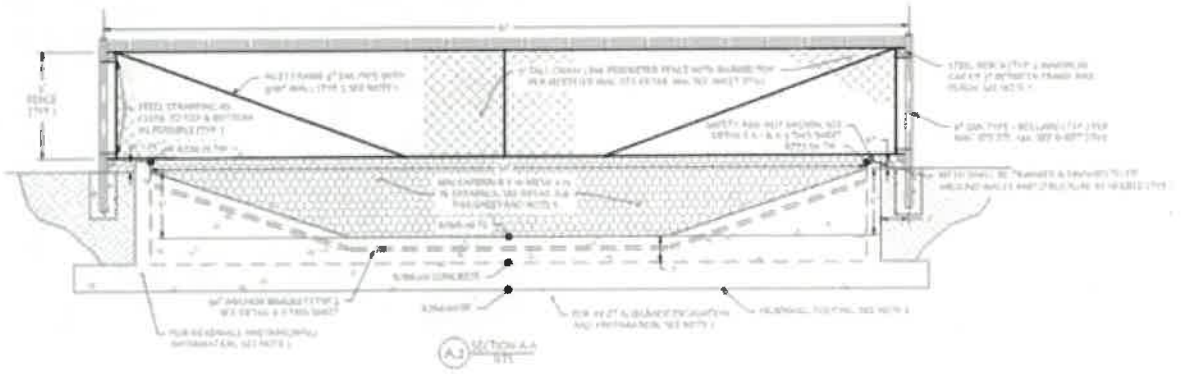
Strategic material procurement - We devote considerable time to identifying long lead items during the design phase to ensure critical components are on-site when needed. For example, on the recently completed Government Tank project for Coconino County, which entailed the excavation and installation of 2,986 lf of 10' diameter storm drain piping, we were able to secure an "Early Procurement" GMP, which allowed us to purchase the steel coils for the pipe prior to the total project GMP being approved. We also worked with our pipe supplier (Contech) to mobilize and operate a mobile pipe fabrication mill located less than one mile from the jobsite to produce the 10' diameter pipe. This allowed us to complete the project well ahead of the monsoon season and saved over $200k on pipe transportation cost.

With Tiffany Construction, Gila County will get a partner that is intimately familiar with NRCS funding requirements and protocols that will streamline the completion of all Gila County flood mitigation projects.

4. DESIGN COLLABORATION AND VALUE - Tiffany construction will bring 14 years of successful flood control collaboration to the partnership. We have worked diligently for many years with both JE Fuller and Civiltec Engineering and our team has delivered many vital projects to completion with Coconino County. We will team with Gila County and the design engineers to anticipate the project issues and provide cost-effective and time-saving solutions.

Constructability Reviews - We will provide reviews at each stage of the plans and provide solutions to all potential construction issues. For example, on the Tlaquepaque/Brewer Road drainage project, the original plan called for MSE walls and a 70% of height tie back requirement. This method would have eliminated over half of the available parking for the adjacent operating resort and retail center during the construction phase. We proposed a redi-rock gravity wall system that did not require tie backs and we were able to build the wall and channel while maintaining over 90% of the existing parking. We are recommending this type of wall be utilized at Copper Hills Road to maintain at least one lane of traffic at all times.

Copeland Storm Drain Project Inlet Safety Barrier & Breakaway: One primary public safety aspect of the 72" and 120" inlets for the SRMP was what would be installed to keep people out and away from the pipe inlets without impeding the flow of water. We worked with the Engineers and County to come up with a safety barrier and breakaway fence design (shown below). This design was put together before the project started but was also modified as the barrier & breakaway was being installed to eventually create a detail that was used on all of the Coconino County projects that followed.



Input -We will be fully engaged during the design (pre-construction) phase in order to fast track the final GMP. We will be involved in all team meetings to provide construction experience and real-world solutions to complex challenges. Our Partners at JE Fuller and Civiltec will attest to our involvement and diligence through this process.

Cost control measures - With our Bid 2 Win software, we can prepare and revise estimates quickly providing updated pricing or alternative pricing. We can continually price different options, such as wall types to determine the most cost effective application.

Risk reduction - Prior to the start of the project, we will develop and implement a job hazard analysis (JHA) for each project. The JHA will identify potential site-specific hazards and address mitigation of each hazard. This will include the protection and safety of the general public.

Value engineering - We pride ourselves in the fact that we have provided value engineering for nearly all of our projects, CMAR or not, and have saved our clients both money and time. For example, on the recently completed Government Tank highway crossing project, we were tasked with getting 10' diameter storm drain pipe across Highway 89 in Flagstaff, on a busy stretch of the highway. The original plan was to open cut the highway to excavation depths in excess of 20' deep. This method was extremely expensive with multiple lane closures that would have severely impacted traffic. We proposed to bore and jack the 10' diameter pipe across the highway and partnered with ADOT, Coconino County and the design engineer to produce an action plan that was approved by ADOT. This saved enough money to bring the project within the prescribed budget and prevented traffic issues on the highway.

Brandis Channel: The design plans originally called for a rebar reinforcing within the shotcrete channel section. We were able to work with the engineers and provide submittals and materials testing that showed if a fiber was added to the shotcrete mix design, we could achieve a high enough strength to eliminate the rebar. This not only saved in costs but substantial time for placing rebar.

Govt Tank Outlet Joint Protection: The original plans called for a full concrete slurry encasement around the last 100' of 120" SRMP. After running a cost analysis, we determined that it would be a cost savings measure if we did individual rebar reinforced concrete collars at the final 5ea joints and still achieve the desired protection.

Another example of the value we bring to a project occurred in 2010 on the Harmony-Windsong Drainage Improvements CMAR project for the City of Sedona. We were not the contractor initially selected for this CMAR project but when the selected contractor could not meet the prescribed budget we were brought in as the second highest scoring contractor to work with the City and the design engineer. We suggested a change in pipe type from RGRCP to CMP but the engineer had concerns with potential scour issues with the CMP. We proposed a concrete "cradle" one foot above flowline on the exterior of the pipe which alleviated the engineers concerns regarding pipe scour. Through these changes to the type of pipe we were not only able to get to a GMP below the City's budget but also returned $161,000 due to field efficiencies gained during construction.





Tiffany was selected as the Construction Manager at Risk to work with Coconino County and Kimley-Horn throughout design to the successful completion of the Burris Lane Road Reconstruction and Drainage Improvements Project for the County and its residents. Tiffany provided design input, value engineering, and pricing throughout all plan development phases.

The County's original estimate for the project was $3.69 million. Not only did Tiffany present a GMP under the engineer's estimate, but provided Value Engineering alternatives, which resulted in a GMP that was 42% below the original estimate. Tiffany presented two alternative design solutions to save the project hundreds of thousands of dollars. VE #1: Tiffany proposed to provide CMP risers in lieu of precast storm drain manholes. Tiffany also provided design alternatives to move the alignment of the stormdrain from the center of the existing roadway to the shoulder, which saved the County significant funds and improved traffic flows substantially thereby reducing traffic control costs. VE #2: We proposed to mill the existing AC and ABC and use this as a RAP base course. The additional thickness in base course allowed us to decrease the thickness in AC from 3.5 inches to 3 inches and pass the savings through to the owner. **Additional efficiencies in the field contributed to cost savings of $321,000 which were returned to the County.**





David Peck, PE, City of Sedona

Hi David,

I believe Tiffany is providing a proposal for your drainage CMAR RFP. I just want to add that Tiffany is an incredible resource to our operation. They have performed the vast majority of the flood mitigation in the Schultz Flood area (millions of dollars of projects) and I could not have asked for a better partner. They are extremely valuable during the engineering process providing great ideas on how to address challenges and identifying ways to reduce costs. Their performance on every project, be it drainage or roadway, has been exceptional in quality and timeliness as well as managing the public in a very respectful and helpful manner at all times. Our residents in the flood area love this company and Mike Garrison is held in high esteem. You could not go wrong working with Tiffany.

Thanks, Lucinda
Lucinda Andreani
Deputy Director
Coconino County Public Works
(o) 928-679-7166

TIFFANY CONSTRUCTION
CELEBRATING 100 YEARS

POST AWARD PRE-CONSTRUCTION SERVICES FOR FLOOD MITIGATION FOR GILA COUNTY				
TITLE	**ASSIGNED**	**HOURLY RATE**	**ESTIMATED HOURS**	**EXTENDED COST**
PRESIDENT	HERB TIFFANY III	NO HOURLY CHARGE	150	-
CHIEF ESTIMATOR	HERB TIFFANY IV	$85.00	285	24,225.00
GENERAL SUPERINTENDENT	MIKE GARRISON	$85.00	195	16,575.00
ESTIMATOR	RYAN ADAMS	$70.00	285	19,950.00
PROJECT MANAGER	WALKER ADAMS	$70.00	235	16,450.00
VEHICLE (INCLUDES 10EA TRIPS)		$23.00	120	2,760.00
HOTEL/PER DIEM (5 NIGHTS)		$189.00	5	945.00
			SUBTOTAL:	80,905.00
			BOND:	809.05
			TPT SALES TAX (4.29%):	3,505.53
			TOTAL:	85,219.58
TIME AND MATERIAL ALLOWANCE - TO INCLUDE POTHOLING AND PROVIDING ACCESS TO GEOTECH AND/OR ENGINEER				
TRANSPORT TRUCK & TRAILER		$177.00	25	$4,425.00
FOREMAN & PICKUP		$101.00	50	$5,050.00
CAT 308 EXCAVATOR with OPERATOR		$177.00	50	$8,850.00
LABOR SKILLED		$54.00	50	$2,700.00
LABOR SKILLED		$54.00	50	$2,700.00
VACTOR TRAILER		$84.00	50	$4,200.00
TRAFFIC CONTROL DEVICES		$15.00	50	$750.00
			SUBTOTAL:	$28,675.00
			BOND:	$286.75
			TPT SALES TAX (4.29%):	$1,242.46
			TOTAL:	$30,204.21

SCOPE OF WORK TO INCLUDE:

- ALL HOURLY RATES ARE COMPREHENSIVE AND FULLY BURDENED
- PREPARE COMPREHENSIVE BUDGETS
- MATERIAL SOURCING
- ATTEND IN PERSON AND/OR VIRTUAL MEETINGS AS REQUIRED
- PREPARE CONSTRUCTION SCHEDULES
- PLANS REVIEW THROUGH PROGRESSION (I.E. 30%, 60%, 90%)
- FINAL 100% GMP PREPARATION
- CONSTRUCTABILITY REVIEWS
- VALUE ENGINEERING
- REVIEW GEOTECHNICAL REPORTS
- REVIEW TECHNICAL SPECIFICATIONS
- PARTICIPATE IN WEEKLY PROGRESS MEETINGS
- BILLINGS TO BE PREPARED ON A TIME + MATERIAL BASIS

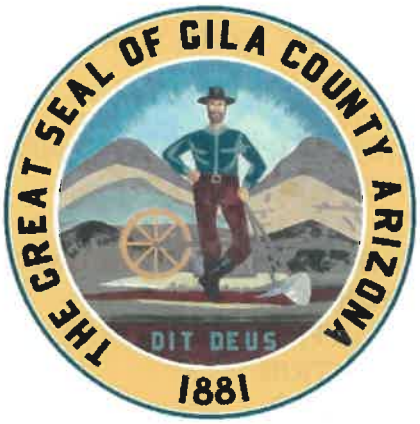


EXHIBIT C—

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

SERVICE CONTRACT NO. 12022025

EXHIBIT C—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

PUBLIC WORKS

ACCESS TO RECORDS

The Contractor agrees to provide County, the U.S. Department of Agriculture (USDA), the Natural Resources Conservation Service (NRCS), the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to this Contract for the purposes of audits, examinations, excerpts, and transcriptions in accordance with 2 C.F.R. Part 200.

The Contractor agrees to permit such parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor further agrees to provide access to construction or other work sites pertaining to the work being performed under this Contract.

No provision of this Contract is intended to prohibit audits, examinations, or internal reviews by USDA, NRCS, or the Comptroller General of the United States.

BUILD AMERICA, BUY AMERICA ACT PREFERENCE

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. Clean Air Act. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

   Contractor agrees to report each violation to County. County will, in turn, report such violation as required to USDA/NRCS and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal financial assistance.

2. Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

   Contractor agrees to report each violation to County. County will in turn, report such violation as required to USDA/NRCS and the appropriate Environmental Protection Agency Regional Office.

   Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal financial assistance.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGMENT OF FEDERAL FUNDING

This Contract is funded in part with federal financial assistance provided by USDA, NRCS under the Emergency Watershed Protection (EWP) Program. The Contractor shall comply with all applicable federal statutes, regulations, executive orders, and award terms and conditions including, but not limited to, 2 C.F.R. Part 200.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph 1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of overtime wages required by the clause set forth in paragraph 1 of this section.

3. Withholding for Unpaid Wages and Liquidated Damages.
   A. *Withholding Process.* The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

B. *Priority to Withheld Funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 C.F.R. § 5.5 paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
ii. A contracting agency for its reprocurement costs;
iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
iv. A contractor's assignee(s);
v. A contractor's successor(s); or
vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1 through 5 of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 5. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-Retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

A. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
B. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
C. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
D. Informing any other person about their rights under CWHSSA or this part.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For the purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provision of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant

so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any and all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT

Contractor grants to County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, Contractor will identify such data and grant to County or acquire on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, Contractor will deliver to County data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by County.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liability to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the Contract.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in 2 C.F.R. § 200.216 and Section 889 of the National Defense Authorization Act for Fiscal Year 2019.

2. Prohibitions.
   A. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   B. Unless an exception in paragraph 3 of this clause applies, the Contractor and its subcontractors may not use federal financial assistance funds provided under this Contract to:
      i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
      iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.
   A. This clause does not prohibit contractors from providing:
      i. A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
      ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
   B. By necessary implication and regulation, the prohibitions also do not apply to:
      i. Covered telecommunications equipment or services that:
         a. Are not used as a substantial or essential component of any system; and
         b. Are not used as critical technology of any system.
      ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting Requirement.
   A. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other

source, the Contractor shall report the information in paragraph 4(B) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

B. The Contractor shall report the following information pursuant to paragraph 4(A) of this clause:
   i. Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
   ii. Within 10 business days of submitting the information in paragraph 4(B)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of 2 C.F.R. Part 180. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. Part 180, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies including, but not limited to, suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Tiffany Construction Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Herb Tiffany

Name of Contractor's Authorized Official

President

Title of Contractor's Authorized Individual

02/27/2026

Date Signed



EXHIBIT D—

NOAA U.S. CLIMATE NORMALS FOR GLOBE, ARIZONA

U.S. Climate Normals Quick Access

The U.S. Climate Normals Quick Access tool provides graphs and tables of average temperature, precipitation, and snowfall at more than 15,000 U.S. observation stations. For access to other climatological statistics and variables, visit the Normals Homepage.

Choose from one of three averaging periods:

- Latest 30-year period (1991-2020): Most recent standard climatological period (2021 release); recommended for most purposes.
- Latest 15-year period (2006-2020): Non-standard shorter period intended for special applications.
- Legacy period (1981-2010): Previous standard climatological period (2011 release); calculated using 2011 versions of data and methods; use caution when comparing to periods from the 2021 release.

Search Instructions [+]

Monthly | Daily | Hourly | Annual/Seasonal

1991-2020 | 2006-2020 | 1981-2010

MAX TEMP (°F) | MIN TEMP (°F) | AVG TEMP (°F) | PRECIP (IN) | SNOW (IN)

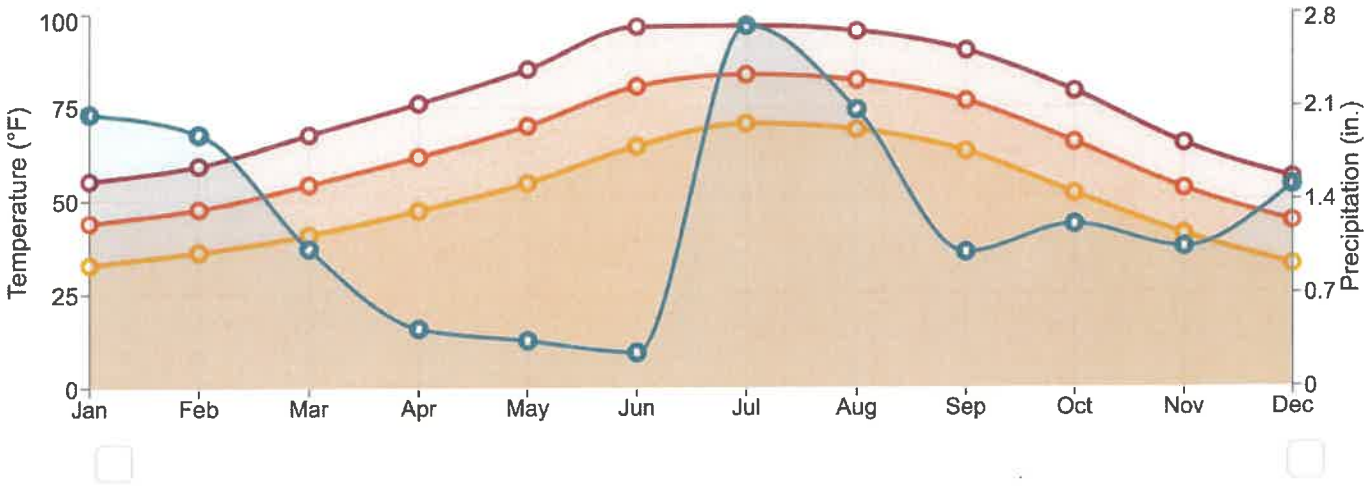
find stations by name

US States
Alabama
Alaska
Arizona
Arkansas
California

GILBERT 7.3 SE
GILBERT 9.1 SSE
GISELA
GLENDALE 1.2 ESE
GLENDALE 12.2 N
GLENDALE 2.5 ENE
GLENDALE 3.5 S
GLOBE #3

GLOBE #3, AZ

Get this data as .csv | .pdf
Station info: USC00023501



Month	MAX TEMP (°F)	MIN TEMP (°F)	AVG TEMP (°F)	PRECIP (IN)
Jan	55.3	32.9	44.1	2.05
Feb	59.4	36.3	47.8	1.90
Mar	67.7	40.9	54.3	1.04
Apr	76.1	47.4	61.8	0.44
May	85.2	54.7	70.0	0.35
Jun	96.5	64.5	80.5	0.26
Jul	96.8	70.6	83.7	2.71
Aug	95.3	68.9	82.1	2.08
Sep	90.1	63.1	76.6	1.01
Oct	79.2	51.8	65.5	1.22
Nov	65.2	41.0	53.1	1.05
Dec	55.9	32.7	44.3	1.51

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