



DESIGN BUILD AGREEMENT

CIP # 23-200-07b

This Agreement is made this _____ day of _____, 2026 between:

YUMA COUNTY: Yuma County Sheriff's Office / Jail District
(hereinafter "County")

Design Builder: _____
(hereinafter "DB" or "Contractor")

SERVICES: Adult Detention Center Smoke Control Repair & Upgrade

RECITALS

1. The parties understand and agree that it is their intention that this Agreement ("Agreement") set forth a Design Build ("DB") Agreement for design and construction services for the County's Jail District's campus Adult Detention Center Smoke Control Repair & Upgrade project ("Project").
2. The County and the DB agree to proceed with the Project on the basis of trust, good faith and fair dealing, and will take all actions reasonably necessary to perform this Agreement in an economical and timely manner including consideration of design modifications and alternatives or equipment that will permit the Work to be constructed within the Guaranteed Maximum Price ("GMP") and by the dates of Substantial Completion and Final Completion, as and if they are established by Amendment to this Agreement. DB agrees to procure the architectural and engineering services set forth below and as required by the Project, and to furnish construction and administration of the construction of the Work required by the Project.
3. The DB shall provide professional architectural/engineering ("A/E") services as necessary for the design, construction and contract administration of the Project as Basic Services in accordance with the terms and conditions of this Agreement.
4. The Parties understand that the construction phase, is dependent on establishing a fair and reasonable Guaranteed Maximum Price ("GMP") within the County's not to exceed Design and Construction budget of \$7.63 Million, adhering to it and if such a GMP cannot be agreed upon, this Agreement may be terminated after the preconstruction/design phase with no further obligation between the Parties.
5. The DB shall be responsible for the procurement of the design and the construction of the Project consistent with the County's Expectations as provided in the County's Program as such Program may be modified by the County during the course of the Work and as reasonably inferred therefrom. The DB shall exercise the skill and judgment in the performance of its services to accomplish the goals of the County's Program consistent with that of competent DBs in the geographical area in which the Project is located.

6. The Parties intend that this Agreement be implemented and interpreted in a manner that serves the understanding and intent expressed in the prior paragraphs.
7. The above Recitals are an enforceable part of this Agreement.

DB and County agree as set forth above and below.

I. SCOPE OF WORK

- A. **General.** The general scope of work to be provided under this Agreement (“Agreement” or “Contract”) is to: Provide, perform and complete the Design Phase activities (“Design”), Design Services (“Design Services”) and provide the Construction Services (“Construction”) as described above and set forth in the Project Request for Qualifications, Solicitation #23-200-07b, (“RFQ”) Scope of Work” (“SOW”) and as reasonably implied therefrom. The SOW is more fully set forth in Exhibit A, which is attached hereto and made a part hereof, and in the manner approved by the County.
- B. The DB will provide the Design Services necessary and helpful to performing the work and provide the services and materials to complete the construction of the Project (hereinafter collectively referred to as “the Work”). The Work shall be performed and completed in accordance with the specifications and schedule attached hereto as Exhibit B, and in any event, in a workmanlike manner, in strict compliance with all relevant codes and safety regulations, manufacturer’s instructions/specifications, per industry standards or such express standards as may be set forth herein or any attachments hereto.

II. TERMS AND DEFINITIONS

- A. **Agreement (Contract)** – The written Agreement signed by the County and DB regarding this Project, including other documents itemized and referenced in or attached to and made part of the Agreement.
- B. **Alternate Systems Evaluations** – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles that have the potential to reduce construction costs or enhance the Project while still delivering a quality and functional Project that meets the requirements noted herein.
- C. **Change Order (Amendment)** - A written instrument issued after execution of the Contract Documents signed by the County, DB and other parties as may be required or appropriate, 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 Amount; the extent of the adjustment to the Contract Time; or modifications of other contract terms.
- D. **Construction Contract Time** - The number of days or the dates related to the construction phase that, as stated in Construction Documents, applies to achievement of Substantial and Final Completion of the Work.
- E. **Construction Documents** – The plans, specifications and drawings prepared by the Design Professional (s) after correcting for permit review requirements.
- F. **Construction Fee** – The DB’s administrative costs, home office overhead, and profit, applicable to this work, whether at the DB’s principal or branch offices.
- G. **Contingency, DB’s** - The GMP Proposal may include an amount (the “DB’s Contingency”) to be used to fund increases in the Cost of Work identified through the refinement, development and completion of the Construction Documents or procurement of the Work. The DB’s Contingency shall be negotiated between the Parties. The DB shall maintain an up-to-date accounting of the

contingency to include identification and cost of all uses and current remaining contingency amount.

Any use or re-allocation of funds from the DB's Contingency must be approved by the County in advance and in writing. In written requests to use the DB's Contingency, the DB shall provide detailed documentation of the scope of work affected, the cost or amount of the contingency to be used, the basis for any increases in costs resulting in the need to use DB's Contingency funds, and a budget and detailed schedule of values. At the time that the DB's Contingency is used, the appropriate markups will be applied. In cases of exigent circumstances, established in writing and provided to County by DB prior to use, DB may use DB's contingencies subject to completion of the foregoing prior to County's approval.

- H. **Contingency, County's** – A fund to cover cost growth during the Project used at the discretion of the County usually for costs that result from County directed changes or unforeseen site conditions. The amount of the County's Contingency will be set by the County and will be in addition to the GMP but included in the total Contract Amount. County's Contingency are funds to be used at the sole discretion of the County. At the time that County's Contingency is used, the appropriate markups will be applied. It is the DB's obligation and responsibility to maintain detailed written documentation of each and all uses of County's Contingency suitable for review and audit upon demand, the cost, and the current remaining amount of the County's contingency.
- I. **Contract Amount** - The cost for services to be provided pursuant to this Contract.
- J. **Contract Documents** - Means the following items and documents in descending order of precedence: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications; (v) the Request for Qualifications (RFQ #2.1905) issued by the County relative to the Project and the DB's Statement of Qualifications response to the RFQ.
- K. **Cost Model**: A breakdown of the scope of the Project that is initially developed by the DB during the conceptual design phase and based on information from the Project Team and the DB records of similar projects. The model will evolve as the design progresses and be maintained by the DB throughout the Design Phase and will include any assumptions and clarifications made by the DB. The model will support any cost estimates, Alternative Systems Evaluations and eventually any GMP Proposals, when required by the Project Team.
- L. **Cost of Work** – The Cost of Work is the reasonable and direct cost and is a not-to-exceed reimbursable amount; it is the direct costs necessarily incurred by the DB in the proper construction of the Work. The Cost of Work shall include direct labor costs, (onsite and offsite directly related to the project), subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees (if not paid for by County), materials testing, and related items. The Cost of Work shall not include the DB's Construction Fee, home office expenses, Design Phase or Design Services fees, Insurance and Bond Cost, or taxes.

DB is entitled to receive payment for the actual cost of the allowable Cost of Work items incurred after receipt of the County's written Notice to Proceed with the Construction Phase Work through Final Completion of the Project. DB is not entitled to reimbursement for Cost of Work costs incurred before receipt of the County's written Notice to Proceed or for disallowed costs. Cost of Work includes the following:

 - 1. Costs of materials, supplies and equipment purchased directly by the DB and incorporated into or consumed in the performance of the Work, including transportation charges, to the extent such costs of materials, supplies and equipment are not included in the General Conditions Costs.

2. Costs of removal and disposal in accordance with all applicable laws and regulations of Site debris, non-hazardous substances and waste materials, if not otherwise included in General Conditions.
3. Payments made by DB to Subcontractors and their vendors or suppliers for the subcontract work in accordance with the Construction Documents and the requirements of the subcontracts with the Subcontractors, vendors or suppliers.
4. Payments earned by DB for self-performed subcontract work, other than General Conditions work, in accordance with the Construction Documents and the terms of this Contract and preapproved by the County.
5. Fees and expenses for design services arising after Agreement on the GMP and initiation of the construction phase and specifically identified on invoices for payment to the County and if they are identified in the detailed Schedule of Values and procured and paid for by the DB and related to the Project.
6. Intellectual property royalties and licenses for items specifically required by the Construction Documents which are, or will be, incorporated into the Work.
7. Costs associated with establishing, equipping, operating, maintaining and demobilizing the field office at the Site.
8. Water, power and fuel costs necessary for the Work.
9. Costs incurred due to an emergency affecting the safety of persons and/or property, excluding such costs related in whole or in part to emergencies due to the actions or failure to act of the DB or any person or entity for whom the DB is responsible.

M. **Cost of Work and General Conditions Exclusions** - The General Conditions Costs and the Cost of Work shall not include the following:

1. Any professional fees paid by the County to the DB or Project Designers, or other consultants retained directly by the DB or Project Designers.
2. Any costs paid directly by the County to Subcontractors or suppliers retained directly by the County and outside the scope of all GMPs.
3. Any additional service costs as defined herein.
4. Any other costs not within any GMP.
5. Any fees paid to the DB for Pre-construction Phase Services above.
6. Governmental sales and use taxes directly attributable to the General Conditions Items that are not subject to exemption, in the form and at the rates legally enacted on the date of the first GMP, whether such taxes are effective or scheduled to go into effect. Taxes paid on materials or services that were entitled to tax exemption will not be reimbursed by the County as Direct Construction Costs.

N. **Critical Path Schedule** - The sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will cause a delay in achieving Substantial Completion.

O. **Day** - Calendar Day unless otherwise specifically noted in the Contract Documents.

P. **Deliverables** – The work products prepared by the DB in performing the SOW described in this Contract. Some of the major deliverables to be prepared and provided by the DB during the Design Phase may include but are not limited to: Construction Documents, Construction Management Plan, Contract Administration, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash

flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed MBE/WBE Utilization, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

- Q. **Design Builder (DB)** - The firm, corporation, or other approved legal entity with whom the County has entered into this Agreement to provide services as detailed in this Agreement.
- R. **Design Professional** - The qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project.
- S. **County Representative** – The County designates the current County Construction Projects Director, his successor or the County’s duly noticed designee/Project Manager (“PM”), (Kitchell CEM), as its Representatives and the persons with the authority and responsibility for making decisions regarding the Project and resolving disputes pursuant to this Agreement.
- T. **Drawings (Plans)** – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the DB during the construction phase and which have been prepared or approved by the Design Professional provided by the DB and approved by the County. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% and 100% or schematic, design development, construction documents), but “*not for construction*”. Shop Drawings are not Drawings as so defined.
- U. **Final Completion** – Means 100% completion of all construction Work noted in or reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all record and close-out documents specified in County’s Project specifications and County training/start up activities to be performed by the DB.
- V. **Float** - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.
- W. **General Conditions Costs** – Includes, but is not limited to the following types of costs at the rates set forth in Exhibit “C” for the DB during the construction phase: rates for construction manager (not including workers employed or paid by DB unless specifically noted herein) for Work conducted at the site; rates for the superintendent and full-time general foremen; at the rates set forth in Exhibit [for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of County approved consultants not in the direct employ of the DB or Subcontractors; and fees for design-builders testing and inspections.
- X. **GMP Addenda** – Written or graphic instruments approved by the Parties issued prior to the acceptance of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s).
- Y. **Guaranteed Maximum Price (GMP)** – The sum of the maximum Cost of the Work including the Cost of the Work, DB’s Construction Fee, General Conditions Costs, sales taxes, insurance and bonds. At the County’s sole discretion, the County may require multiple GMPs for specific elements of the Project to expedite and/or phase the Work or for such other purpose that may be in the County’s best interest. GMPs shall be on the County’s form, with all information provided and attached to this Agreement and made a part hereof as Exhibit D.
- Z. **GMP Plans and Specifications** – The plans and specifications upon which any Guaranteed Maximum Price Proposal is based. Separate GMP Plans and Specifications are required for each GMP and shall be identified in writing by DB as part of the GMP proposal.

- AA. **Guaranteed Maximum Price (GMP) Proposal** - The offer or proposal of the DB submitted on the prescribed form, See Exhibit D, setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to the terms and conditions of this Agreement. As stated above, at the County's sole discretion, the County may require multiple GMPs for specific elements of the Project to expedite and/or phase the Work or for such other purpose that may be in the County's best interest.
- BB. **Laws and Regulations; Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
- CC. **Notice to Proceed (NTP)** - A written notice given by County to the DB fixing the date on which the DB will start to perform the DB's obligations under this Contract.
- DD. **Owner's Representative** - A firm or individual retained by County to act on County's behalf in managing the Project. Any and all responsibilities of County or County's project manager may be performed by Owner's Representative with equal authority excepting those responsibilities reserved for the Board of Supervisors or legal counsel.
- EE. **Payment Request** - The form (monthly request) that is accepted by the County and which must be used by the DB in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and or the County.
- FF. **Project** - The Adult Detention Center Smoke Control Upgrade & Repairs project as described in the RFQ and Agreement, including Exhibit "A" attached hereto and made a part hereof.
- GG. **Project Team** - Design phase services team consisting of the Design Professional, DB, County Representative(s), and other stakeholders who are responsible for making decisions regarding the Project.
- HH. **Schedule of Values (SOV)** - A detailed document specified in the GMP Proposal and construction phase Contract, which divides the Contract Amount into pay items, such that the sum of all pay items equals the Contract Amount for the Work.
- II. **Shop Drawings** - All drawings, diagrams, schedules and other data specifically prepared for the Work by the DB or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- JJ. **Site** - The land or premises on which the Project is located.
- KK. **Specifications** - The part(s) of the Contract Documents established for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- LL. **Subconsultant** - A person, firm or corporation having a contract with the DB to furnish services required as its independent professional associate or consultant with respect to the Project.
- MM. **Subcontractor** - An individual or firm having a direct contract with the DB or any other individual or firm having a contract with the aforesaid individuals or firms at any tier, who undertakes to perform a part of the Design Phase Services or Construction Phase Work at the site for which the DB is responsible. Subcontractors will be selected through the Subcontractor selection plan pursuant to and in compliance with A.R.S. 34-603(C)(2)(e).
- NN. **Substantial Completion** - When the Work, or an agreed upon portion of the Work, is sufficiently complete so that County can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by County Fire Marshall and local authorities (Certificate of Occupancy, and or Temporary Certificate of Occupancy if allowed by City); (ii) Elevator Permit; (iii) all systems in place, functional, and displayed to the County or its

representative; (iv) all materials and equipment installed; (v) all systems reviewed and accepted by the County; (vi) draft O&M manuals and record documents reviewed and accepted by the County; (vii) County operation and maintenance training complete; (viii) HVAC test and balance completed (Provide minimum 30 days prior to projected substantial completion); (ix) landscaping and site work; DB required training for safe use of the Project or a portion thereof; and (x) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to the Construction Phase.

- OO. **Supplier** - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with DB or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by DB or any Subcontractor.
- PP. **Work** - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

III. PRECONSTRUCTION PHASE SERVICES

A. GENERAL

1. For the fee set forth in this Agreement (See Exhibit C attached hereto and made a part hereof), DB shall provide the Preconstruction Services as set forth in the RFQ and in this Agreement.
2. Architectural and engineering services shall be provided by Arizona licensed, independent design professionals retained by the DB or furnished by licensed employees of the DB and as required or as permitted by the laws of the state of Arizona. The person or entity providing Design Services shall be referred to as the Architect/Engineer or A/E.
3. The DB shall provide a preliminary evaluation of the Project's feasibility based on the County's Program and other relevant information, to include a Preliminary Master Schedule and Cost Estimate, both of which shall be updated as directed by the County throughout the design phase.
4. The County may pursue available remedies for DB's deficient performance of Design Phase Services including termination of this Agreement.

B. DB'S RESPONSIBILITIES

The DB shall be responsible for the design and evaluation thereof consistent with the County's Program as such Program may be modified by the County during the course of the Work. The DB certifies that it has the requisite expertise, skill and confidence to perform the services identified herein and shall exercise reasonable skill and judgment in the performance of its services to accomplish the goals of the County's program.

1. DESIGN PHASE SERVICES

a. PRELIMINARY EVALUATION

The DB shall provide a preliminary evaluation of the Project's feasibility based on the County's Program and other relevant information. All design and design documents must comply with all Federal, State, County and City of Yuma's building codes and regulations.

b. PRELIMINARY MASTER SCHEDULE

The DB shall prepare a preliminary Critical Path Method Project Baseline Master Schedule of the Work for the County's written acceptance. The schedule shall show the activities of the

County, A/E and DB necessary to meet the County's requirements, including proposed activity sequences and durations, review periods, cost model and GMP development and negotiation periods, permitting, milestone dates for receipt and approval of pertinent information, and Board of Supervisors GMP approval period. The schedule shall be updated at least monthly, and periodically according to the County's direction, with the level of detail necessary to provide clarification as requested by the County and in order to assure compliance with the Baseline Master Schedule. If an update indicates that a previously approved schedule will not be met, the DB shall recommend corrective action to the County in the form of a detailed, realistic, recovery schedule. The work will be scheduled, planned and reported using the Critical Path Method with Primavera or other software as may be agreed upon in writing by the Parties.

c. PRELIMINARY COST MODEL

When sufficient Project information has been identified, or upon County's reasonable demand, the DB shall prepare a preliminary cost model utilizing area, volume or similar conceptual estimating techniques. The cost model shall be updated at each deliverable submittal stage with the level of detail for each update reflecting the information then available. If the preliminary cost model or any update exceeds the County's budget, the DB shall make written recommendation to the County as to methods for resolving the issue. Should any preliminary cost model or update exceed the County's budget the County may terminate this Agreement without further obligation except payment for DB services performed minus deficiencies.

d. SCHEMATIC DESIGN (SD) SUBMITTAL

The DB shall submit for the County's review and written approval Schematic Design Documents, based on the County's Program and other relevant information. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale and their relationship to the site and other structures. This submittal shall include an update of the preliminary schedule and a preliminary Schematic Design cost model. Six sets of these documents shall be furnished to the County.

e. DESIGN DEVELOPMENT (DD) SUBMITTAL

The DB shall submit for the County's review and written approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. The DB shall update the schedule and preliminary cost estimate based on the Design Development Documents. Six (6) sets of these documents shall be furnished to the County.

f. CONSTRUCTION DOCUMENTS (CD) SUBMITTAL

The DB shall submit for the County's review and written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications, including County supplied general conditions and general requirements, based upon codes, laws or regulations enacted at the time of their preparation and a final estimate. The County may terminate this Agreement without further obligation, as set forth in III(B)(1)(c) if the final estimate exceeds the County's budget. Construction shall be in accordance with these approved Construction Documents. Six (6) sets of these documents shall be furnished to the County prior to commencement of construction.

g. PRECONSTRUCTION PHASE MEETINGS

Throughout the Preconstruction Phase, the DB and A/E shall meet at least bi-weekly with the County, plus any value engineering, constructability review, budget/estimating sessions as the

PM, or Owner's Representative may require to solicit the County's input into the design and to review the progress of the design. There shall be a continuing obligation for the DB to actively engage and participate in ongoing value engineering, constructability reviews, biddability reviews, refinement of estimates and other same or similar activities throughout the Preconstruction Phase. The Owner's Representative shall record and distribute meeting minutes of preconstruction phase meetings, noting all County directives and requests.

C. OWNERSHIP OF DOCUMENTS

The County acknowledges the DB's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become property of the County upon completion of the construction documents and payment in full of all monies due to the DB for the Design Services as identified in this Article, or upon termination of this Agreement at an earlier time and upon County payment of any uncontested pro rata amount due DB at the time of such termination. The DB shall not use the drawings and specifications, therefore, for any purpose not related to the Project without County's written consent. The County agrees to the fullest extent permitted by law, to indemnify and hold the DB harmless from any claim, liability or cost (including reasonable attorney's fees and defense cost) arising or allegedly arising out of any reuse or modification of the construction documents by the County.

IV. GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL

- A. At an appropriate stage of design as established by the County, the DB shall, if requested by the County, and at the sole discretion of the County, propose a GMP, pursuant to and on the forms provided in Exhibit D made a part hereof by reference, and as may be further required by County. All GMP Proposals shall include, among other things, a detailed schedule of values. At the County's sole discretion, the County may require multiple GMPs for specific elements of the Project to expedite and/or phase the Work or for such other purpose that may be in the County's best interest. There shall be no additional fees or costs chargeable to County or additional time arising from the utilization of multiple GMPs. If multiple or phased GMPs are utilized, they shall comply with all requirements set forth in this Section IV and all other sections of this Agreement. Acceptance of one GMP does not obligate the County to accept subsequent or any other GMPs, nor does it obligate the County in any manner beyond the GMP actually accepted. The DB shall provide the GMP document and a detailed schedule of values in a format that will be provided by the County. The GMP is subject to modification as provided in this Agreement.
- B. If a GMP or any one of multiple GMPs is not established or agreed to by the County, all references in this Agreement to the GMP shall not be applicable, and the parties shall proceed on the basis of reimbursement of County accepted preconstruction phase services costs. No amount shall be paid for construction services not established or agreed to by the County absent a written agreement between the Parties to the contrary. The County shall have no further obligations to the DB.
- C. The estimated Cost of the Work may include contingencies as defined in the Definition Section at II (G) and (H), a sum established by the County, for use upon approval by the County to cover costs that are properly reimbursable as a Cost of the Work but are not the basis for a Change Order.
 - 1. The contingencies (hereinafter "Contingencies") shall be included in the total Contract Amount and added to GMP upon use; however, shall be tracked below the cost of design and construction as separate line items until used.
 - 2. The Contingencies shall not include any allowed markups until such time as the Contingency funds are used.
 - 3. The DB shall document and provide to County with detailed accounting of all uses of the Contingencies at the time of each use and maintain an accounting and balance of the

Contingencies throughout the term of the Project which shall be available to the County and updated in each pay application.

4. DB shall provide County with a written request for any use of Contingency funds which shall include the facts and circumstances supporting the request in a detailed budget estimate including labor, equipment, material and all other costs to be paid from Contingency.
5. Other matters identified at Section II (G) and (H) herein.

D. Basis of Guaranteed Maximum Price

The DB shall include with the GMP proposal a written statement of its basis, which shall include:

1. The GMP Price which shall be the sum of the estimated Cost of Work, profit and overhead, general conditions, insurance, bonds, taxes and other costs, specifically identified, relative to the Project. A list of the drawings, specifications, and reports, including all addenda, which were used in preparation of the GMP proposal.
2. A list of contingencies and allowances with a statement of their basis and the conditions under which each contingency or allowance would be necessitated for use.
3. A detailed Schedule of Values in support of the GMP price which shall include labor, equipment, materials and productivity projections.
4. A schedule of applicable alternate prices.
5. A schedule of applicable unit prices.
6. A listing of subcontractors and suppliers from whom pricing was solicited with the results of all subcontractor and supplier bidding conducted which shall clearly indicate the bids received and recommended selections, and shall include all bidder's backup documentation clearly labeled as selected or not-selected packets.
7. Justification for any non-competitive subcontractor selections or sole-source materials/equipment procurements.
8. A list of the assumptions, clarifications and exclusions made by the DB in the preparation of the GMP proposal to supplement the information contained in the drawings and specifications.
9. A detailed Critical Path Method Baseline Construction Schedule upon which the proposed GMP is based. The GMP Schedule shall include at a minimum proposed activity sequences and durations, critical activities and inspections, key milestone dates (interim, substantial and final completion) material and equipment submittal and delivery periods, and commissioning and training periods.
10. A statement of Additional Services included, if any; and
11. The time limit for acceptance of the GMP proposal

E. Processing the GMP Proposal

1. The DB shall meet with the County and Owner's Representative to review the GMP proposal. In the event that the County and Owner's Representative discover any inconsistencies or inaccuracies in the information presented, the County will promptly give written notice to the DB, who shall make appropriate adjustments to the GMP, its basis or both.
2. Unless the County accepts the GMP proposal in writing on or before the date specified in the GMP proposal for such acceptance and so notifies the DB, the GMP proposal shall not be effective.

3. Prior to the County's written acceptance of the DB's GMP proposal, the DB shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as the County may specifically authorize in writing or initiate any construction activities.
4. Upon acceptance by the County of the GMP proposal, the GMP and its basis shall be set forth in an Amendment as noted in Exhibit D and as the County may otherwise require. The GMP and the date of Substantial Completion shall be subject to modification by changes in the Work as provided in this Agreement.
5. The GMP shall include in the Cost of the Work those taxes which are applicable at the time the GMP is established. If in accordance with the County's express written direction an exemption is claimed for taxes, the County agrees to indemnify, defend and hold the DB harmless for any liability, penalty, interest, fine, tax assessment, attorney's fees or other expense or cost incurred by the DB as a result of any action taken by the DB in accordance with the County's direction relative to the taxes as described in this section only.
6. If a GMP, or any one of multiple or phased GMPs, is not established or agreed to by the County, all references in this Agreement to the GMP shall not be applicable, and the parties shall proceed on the basis of reimbursement of Design Phase services as set forth in this Agreement. There shall be no termination fees, penalties or payments due, payable or paid from or by County to DB in the event that this Agreement or any construction agreement arising from this Agreement between the parties is rescinded, modified or terminated due to the rejection of, failure to agree to, or failure to establish for any and whatever reason any GMP that may be proposed or considered. No amount shall be paid for any services not established or agreed to by the County absent a written agreement between the Parties to the contrary.
7. Bonds, Insurance and Tax amounts are required per this agreement. Bonds and insurances are rates set forth in Exhibit C. Taxes are actual costs and are a not-to-exceed reimbursable amount based on overall project cost and are not to be included in calculations for profit/construction fees.
8. GMP savings resulting from a lower actual project cost than anticipated by the DB remaining at the end of the project will revert to County.
9. In the event that any GMP, either individually or collectively, exceeds the County's Project budget, or a portion thereof, the County reserves the right to direct the DB to (and the DB shall) work in conjunction with the A/E in the re-design of the Project as necessary to meet the agreed upon program and the stated Project budget. The DB shall perform the work set forth in this section 9 without additional compensation.
10. The County, upon receipt of any GMP proposal from the DB, may submit the applicable GMP proposal, Plans and Specifications to a third party for review and verification.
11. If any DB GMP Proposal is greater than the third-party estimate or if the County, for some other stated reason may desire, the County may require the DB to reconfirm its applicable GMP Proposal. The DB will accept the third party's estimate for the cost of Work as part of the applicable GMP or present a report within seven (7) days of a written request by the County for such a report identifying, explaining and substantiating the differences and/or explaining other concerns the County may raise. The DB may be requested to, or may at its own discretion, submit one or more revised GMP Proposals for consideration by the County.
12. If during the review and negotiation of any GMP Proposal design changes are required, the County will authorize and cause the DB to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the County.

13. After final submission of any GMP, the County may do any of the following:
- i. Accept the DB's original or revised GMP Proposal, if within the County's budget, without comment.
 - ii. Accept the DB's original or revised GMP Proposal that exceeds the County budget and indicate in writing to the DB that the Project Budget has been increased to fund the differences.
 - iii. Reject the DB's original or revised GMP Proposal in which event, the County may terminate this Contract and/or elect to not enter into a separate contract with the DB for the Construction Phase associated with the scope of Work reflected in the GMP Proposal.
14. Upon written acceptance by the County of any GMP, the applicable GMP as approved shall become part of the Construction Services Contract as Exhibit D. Within 10 days after acceptance of a GMP and prior to initiating any construction services, the DB shall provide to the County's Representative all insurances required, a Performance Bond and a Labor and Material Payment Bond, each for 100% of the full GMP Amount. Bond and insurance cost increases due to change orders and or use of contingency funds will be taken at time of contingency use and or included with change orders approved.
15. The GMP shall be on the form attached hereto as Exhibit D and when completed shall replace the form and become Exhibit D which shall be attached hereto and made a part of this Agreement by written Amendment, signed by both the County and Design-Builder.

V. CONSTRUCTION PHASE SERVICES

- A. The Construction Phase will commence upon the issuance by the County of a written Notice to Proceed with construction. No Work shall commence until the Parties have executed a written GMP and the DB secures and provides, to the County, proof of performance and payment bonds and project insurance as required by this Agreement.
- B. In order to complete the Work, the DB shall provide all necessary construction design services, construction supervision, construction administration, construction quality control, construction equipment, labor, materials, tools, and subcontracted items.
- C. The DB shall give all notices, obtain and pay for all approvals and permits necessary, and comply with all laws and ordinances legally enacted at the date of execution of the Agreement, which govern the proper performance of the Work.
- D. Prior to initiating construction, the DB shall prepare and submit in both electronic and pdf format a Critical Path Method Master Schedule of Work for the County's written acceptance. This schedule shall indicate the dates for the start and completion of the various stages of the Project including the dates when information and approvals are required from the County. Schedule software shall be Primavera or such other software as agreed upon by the Parties.
- E. Construction Progress Schedule – At the time a GMP proposal is submitted, a Gantt chart Construction Progress Schedule for each major element of construction shall be submitted in both electronic and pdf format for review and acceptance by the County. The Progress Schedule must be directly related to Substantial and Final Completion and shall indicate the dates for the start and completion of the various components and phases of construction and shall be revised as required by the conditions of the Work, upon request of and subject to review by the County. This shall be done no less than monthly. The DB shall provide the electronic file of the original schedule and each monthly update to the Project Manager. DB agrees to promptly respond to all inquiries by the County concerning any deviation in the progress of construction from the Progress Schedule and to provide a recovery schedule for approval by the County upon request. Progress payments, in whole

or in part, may be withheld if DB fails to timely respond to such request or if there is a significant delay from the Progress Schedule.

1. The Construction Progress Schedule shall illustrate the planned, logical progression of construction activities and shall include all work to be performed under this contract. Individual work activities shall be limited to a three (3) week maximum duration.
2. The Construction Progress Schedule shall have been derived from a network analysis. The Progress Schedule shall clearly indicate the path of critical activities and shall further indicate activity duration, earliest and latest start and finish dates, and float time for all except critical activities. The Parties shall share float time and neither Party shall sequester a float time. The Progress Schedule shall also indicate all relationships between activities, shall not contain more than one critical path, and shall be presented in a time scaled graphical format for the project as a whole, with milestone dates shown for various required phases. The schedule will be rejected if the float is not able to be accurately calculated due to faulty activity logic.
3. The Construction Progress Schedule shall include projected dates of submittal of all items of material and equipment for which submittals are required and shall include delivery dates of all items of material and equipment that are critical or have a long lead time. DB shall submit a monthly report summarizing all deviations from the Progress Schedule that will or may result in delay of the Project. DB shall prepare, not less frequently than monthly, a schedule summary report in a form and of sufficient detail and character as approved by County. The report, at a minimum, shall specify whether the Project is on schedule, and, if not, the reasons therefore, and the new schedule.
4. DB shall also prepare a report not less than thirty calendar days after the GMP proposal is submitted which shall include a complete list of suppliers, items to be purchased from the suppliers or fabricators, time required for fabrication and the scheduled delivery dates for each item.
5. DB shall prepare and submit in both electronic and pdf format a monthly updated Construction Progress Schedule. The updated Schedule shall identify the status of all change requests, bulletins, and modifications. Progress Schedule updates shall indicate work completed to date and shall adjust the schedule to reflect any change in the planned sequence of activities. The DB shall at all times manage the Work in substantial conformance with the Progress Schedule. Failure of the DB to manage the Work in substantial conformance with the Progress Schedule may be considered as a material default of this Contract. Failure to submit the update when required may delay processing of the Application for payment until acceptable submission is made.
6. In the event of significant delays, lags or changes in the planned sequence of activities as determined by County, DB shall provide a recovery schedule indicating proposed corrective measures to achieve completion of the Project by the Substantial Completion date.
7. Additions to or deletions from the Contract authorized by Change Orders shall be reflected in the Progress Schedule.
8. In conjunction with the Progress Schedule, DB shall provide a Procurement Schedule for all major or time critical components to be acquired and incorporated in the Project, which schedule shall be integrated into the Progress Schedule.
9. The County will hold weekly construction progress meetings at the Site. The Owner's Representative will record and distribute the official meeting minutes. The DB shall report the progress of the Work in detail with reference to construction schedules. DB shall ensure that each then active Subcontractor shall have present a competent representative to report the condition of its work and to receive information.

- F. The DB shall secure and pay for all permits necessary for complete Project construction.
- G. The DB shall take necessary precautions for the safety of its employees on the Project, and shall comply with all applicable provisions of federal and applicable state, county and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Project site. The DB, directly, or through its Subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the Work, necessary safeguards for the protection of workers and the public. The DB shall not be responsible for the correction or abatement of hazards created solely by the County, Owner's Representative, separate contractors, or tenants unless such work is included within the Scope of Work and GMP; provided, however, that the DB shall promptly notify the County of any such hazard of which it becomes aware and shall take reasonable measures within its control to protect persons from imminent danger until the responsible party can address the condition. The County agrees to cause their employees, agents separate DBs and tenants to abide by and fully adhere to all applicable provisions of federal and applicable state and municipal safety laws and regulations. The above provision shall not relieve the DB or its Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with all applicable provisions of relevant laws.
- H. The DB shall keep full and detailed accounts as may be necessary for proper financial management under this Agreement. The County and the Owner's Representative will be afforded access to all DB records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Work under this Agreement to, among other things, facilitate the open book nature of this Agreement and allow County to ensure the legitimacy of all claimed costs. The DB shall preserve all such records for a period of five years after the final payment or longer where required by law.
- I. The DB shall provide daily written reports to the County on the progress of the Work. Such reports shall include at a minimum: weather conditions, equipment and manpower on site, and a narrative of each element of Work in progress.
- J. The DB shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to the County at mutually agreeable intervals.
- K. At all times the DB shall maintain the site of the Work in a clean and hazard-free state. Debris and waste materials resulting from the Work shall be removed at the end of each workday. At the completion of the Work, the DB shall remove from the premises all construction equipment, tools, surplus materials, waste materials and debris including disbursed waste materials.
- L. The County will be conducting County operations within nearby buildings and outdoor areas. The DB will be required to perform work in a manner that will minimize the disruption of County activities. Prior to beginning construction operations, the DB shall propose and receive County approval of the perimeter of a work area necessary for safe and efficient operations over which the DB shall maintain control during the construction period. DB shall not unreasonably encumber the site with materials or equipment. DB shall perform in a manner that safeguards the health, safety and welfare of County, staff and community.
- M. DB shall maintain at the Site (or other location approved by County) for County one record copy, either hard copy or electronic copy as the Parties may agree, of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections (all changes and selections to be approved by County in advance) made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to County and shall be delivered to County upon completion of the Work.

- N. At the date of Substantial Completion and as a condition precedent to final payment, DB shall furnish the following documents to County: Record Drawings showing the field changes and selections (all changes and selections to be approved by County in advance) affecting the general construction, mechanical, electrical, plumbing, and all other work, and indicating the Work as actually installed. These shall consist of scaled and accurately drawn markings on a set of reproducible prints of the Drawings obtained and paid for by DB. DB shall maintain at the Site one set of Drawings and indicate thereon each field change as it occurs. Within thirty (30) days of Substantial Completion, the DB shall furnish a computer disk of the record drawings, drawn in an AutoCAD format approved by the County.
- O. DB shall maintain at the Site at all times a daily log ("Daily Log"), which describes daily manpower (by type and trade) working at the Site on the Project, any special or heavy equipment on Site and its use, weather conditions, labor disputes, tests conducted, persons visiting the Site, and any events that might affect the Progress Schedule or the quality of the Work. DB shall provide a current copy of the Daily Log to Project Manager at the weekly construction meetings.
- P. DB is responsible for completing the Project consistent with County's existing property and other projects. DB accepts full and exclusive responsibility for any damage to any portion of the Project, whether in full or in part, due to cutting, patching, alterations, excavation or other actions which may affect County or the work of other DB's. In the event DB feels that an alteration is necessary regarding the above, it is DB's affirmative responsibility to request and receive written consent by County for such action. All parties to this Contract agree that they will perform this provision of this Agreement in good faith and in a commercially reasonable manner.
- Q. All areas requiring cutting and patching shall be restored to a completely finished condition, matching adjacent unpatched areas, and acceptable to County.

VI. HAZARDOUS MATERIAL

- A. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal or applicable state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and /or clean-up. The DB shall not be obligated to commence or continue Work until any known or suspected Hazardous Material(s) discovered at the Project site has been removed or rendered or determined to be harmless by the County as certified by an independent testing laboratory and approved by the appropriate government agency.
- B. If, after the commencement of the Work, a known or reasonably suspected Hazardous Material is discovered at the Project site, which the Contractor did not in whole or part introduce to the site, the DB shall be entitled to immediately stop Work in the affected area. Under such conditions the DB shall immediately report the condition to the County and Project Manager and, if required, the government agency with jurisdiction.
- C. The DB shall not be required to perform any Work relating to, or in the area of, known or suspected Hazardous Material without written mutual agreement.
- D. In cases as described in Section VI(B) above, the County will be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures will be the sole responsibility of the County, and will be performed in a manner minimizing any adverse effect upon the Work of the DB. The DB shall resume Work in the area affected by any Hazardous Material only upon written notification by the County that the Hazardous Material has been removed or rendered harmless.
- E. If the DB reasonably incurs actual and direct additional costs and/or is actually delayed in achieving Substantial Completion and/or Final Completion due directly to the presence of known or suspected

Hazardous Material, which the DB did not in whole or part introduce to the site, the DB shall be entitled to an equitable adjustment in the GMP and/or the date of Substantial Completion.

- F. Contractor shall not introduce hazardous materials to the site. Should BD or its subcontractors in whole or part, introduce hazardous materials to the site, DB and its subcontractors shall be solely responsible for the removal of all such hazardous materials, the cost associated with such removal and remediation of the site and all damages and costs arising from the hazardous materials and their presence on the site. In such cases there shall not be any adjustment of time or costs.

VII. INDEMNIFICATION

- A. To the fullest extent permitted by law, the DB shall defend, indemnify and hold harmless the County, Project Manager, Project Manager's Consultants, and agents and employees (collectively "Indemnities") of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs and the cost of appellate proceedings, arising out of or resulting from, either directly or indirectly, the performance of the Work or the conditions of the Site, provided that any 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, including loss of use resulting therefrom. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this paragraph. The DB, at its own expense and risk, shall defend all legal proceedings that may be brought against the Indemnities on any such claim, damage, loss or expense, and satisfy any resulting judgment that may be rendered against any of them.
- B. In claims against any person or entity indemnified under this paragraph by anyone directly or indirectly employed by the DB, a Subcontractor, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the DB or a Subcontractor under workers' compensation acts, disability benefit acts, employee benefit acts or other insurance.
- C. The terms of this Paragraph 3.4 shall survive the completion of the Work under this Agreement and/or any termination of this Agreement.
- D. County's Right to recovery under this indemnification is not limited by insurance or any deductibles.
- E. **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy and other similar events beyond the reasonable control of the party claiming the Force Majeure.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

The party claiming the Force Majeure shall give written notice to all other Parties of the event of Force Majeure as soon as reasonably practicable or such claim shall be void and deemed waived.

VIII. DISPUTE RESOLUTION

- A. **Informal Dispute Resolution.** The parties to the Agreement agree that time is of the essence in relation to performance of the Agreement and completion of the Project, therefore any and all

Claims arising from or related to the Agreement will initially be referred to the Project Manager, the Project Designer Representative and/or the Design-Builder Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the Claims to the Dispute Resolution Representative (“DRR”) process set forth below, which is intended to be an expedited process.

B. Dispute Resolution Representative (“DRR”) Process. The Parties agree that all Claims which are not resolved in the ordinary course of the Project must, as a prerequisite to any initiation of mediation, or litigation of the Claims, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the “DRR Process”).

1. The DRR Process will be initiated through service of a DRR Notice as set forth below:

- a. For Claims by the Design-Builder the DRR Process will be initiated by the party asserting the Claims serving written notice on the County setting forth in detail: (i) the basis for the Claims; (ii) the effect of the Claims upon the design, construction and completion of the Project and/or the effect of the Claims on Master Schedule; (iii) the specific relief requested, the amount thereof, and how such amount was calculated; (iv) the parties involved in the Claims, and how they are involved; (v) the specific applicable provisions in the Construction and/or Contract Documents; and (vi) efforts made to date to resolve the Claims.
- b. For Claims by the County, the DRR process will be initiated by the County providing written notice to the other parties against whom the Claims are being made, the basis and amount of the County’s Claims, the parties involved in the Claims, and how such parties are involved, the specific applicable provisions in the Construction and Contract Documents, and the specific relief requested.
- c. The DRR Notice will be hand-delivered or e-mailed, with delivery and read receipts, to the other parties’ designated Dispute Resolution Representatives.
- d. The other parties will respond in writing to the DRR Notice (“DRR Response”) within ten (10) calendar days of receipt of the DRR Notice. Such DRR Response shall indicate which items, allegations, and other information set forth in the DRR Notice that the responding party (i) admits; (ii) denies; and/or (iii) lacks sufficient information to admit or deny. The DRR Response will be hand-delivered or e-mailed, with delivery and read receipts, to the other parties’ Dispute Resolution Representatives.
- e. The designated Dispute Resolution Representatives for the parties to the dispute will then meet as soon as reasonably possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claims based upon the contents of the DRR Notice and DRR Response.
- f. At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party in the same manner as required for the initial DRR Notice and Response.
- g. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR Process in relation to a specific pending Claims.
- h. Unless otherwise designated in a written notice to the other parties, the County and the Representatives of the Design-Builder will act as the parties’ designated Dispute Resolution Representatives.
- i. If a resolution of the Claims is reached, that resolution must be set forth in writing and must be signed by the parties’ designated Dispute Resolution Representative. If the resolution involves a change in any Construction or Contract Documents, the Contract Price, the

Master Schedule, or any other change requiring a written Change Order or Amendment, the parties must execute an appropriate written Change Order or Amendment pursuant to the terms of the Construction or Contract Documents.

C. Mediation

1. Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under subsection B (4) above, or after the DRR is terminated pursuant to subsection B (5) above, whichever is earlier, will be submitted to mediation through the American Arbitration Association and pursuant to its applicable rules and procedures for mediation of design and construction disputes, should all involved parties consent. If all involved parties do not consent, then mediation shall be conducted as set forth herein. All Claims must first be submitted to mediation, whether through the American Arbitration Association or otherwise as provided herein, as a condition precedent to any involved party engaging in litigation.
2. The mediation will be commenced by written demand upon all other parties. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Yuma County Superior Court to appoint a mediator. The mediation will occur within forty (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.
3. The qualifications for the mediator will be that he/she be: (a) an experienced mediator, arbitrator, or litigator of design and construction disputes; and (b) having engaged a significant portion of his/her time involving and/or resolving design and construction disputes for at least the past five (5) years.
4. Each party will provide to the other party and the mediator all of the information and documentation required under B (1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties will exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.
5. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in Yuma, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation will be specifically enforceable in any court having jurisdiction thereof.

D. Litigation or Binding Arbitration

Any claim arising out of or related to the Contract, except those claims waived as provided for in the Contract Documents, must be resolved through litigation in the Yuma County, Arizona Superior Court, unless all involved parties consent to binding Arbitration through the American Arbitration Association, pursuant to its Rules of Construction Arbitration or Commercial Arbitration, as deemed most appropriate by the Association.

IX. MISCELLANEOUS

A. Royalties, Patents and Copyrights. The DB shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the DB and incorporated in the Work. The DB shall defend, indemnify and hold the County and Project Manager harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

B. Warranties and Completion

1. The DB warrants that all materials and equipment furnished for the Construction of this Project will be new unless otherwise approved by County, of good quality, in conformance with the Contract Documents, and free from defective workmanship, materials and hazardous materials.

Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion of the Work if the warranted items are fully installed, operational, and available for use and if not, at such time after the date of Substantial Completion as they are. The DB agrees to correct all construction performed under this Agreement which proves to be defective in workmanship and materials within a period of two (2) years from the date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties made available by manufacturers or vendors, required by the Contract Documents or as may be allowed by law.

2. The DB shall secure required certificates of inspection, testing or approval as may be required by this Agreement and or its designees and deliver them to the County.
3. The DB shall collect and deliver all written warranties and equipment manuals to the County.
4. The County shall hire the Commissioning Agent and along with DB perform the commissioning and checkout of utilities and operations of systems and equipment for readiness, including overseeing the DB's initial start-up and testing, and assist the DB in conducting a training program (to be recorded and filmed by DB) for County personnel in their operation. All commissioning activities and documents shall be in compliance with the directions and standards of the commissioning agent and must be approved in writing and signed by the County and the commissioning agent.

C. Subcontractor and Major Supplier Selections

1. There are two ways to select Subcontractors and major Suppliers prior to submission of any GMP Proposal. They are:
 - a. A combination of qualifications and price derived through competitive bidding.
 - b. Qualitative selection with the subsequent negotiation of a price that is reasonable, a prudent use of public funds and in the County's best interest.
2. Absent special circumstances documented in writing by the DB as set forth below, the combination of qualifications and price derived through competitive bidding process shall be used to select Subcontractors and Major Suppliers. The County has the sole discretion as to whether or not to allow the purely qualitative selection of Subcontractors and Suppliers. In any event, DB shall ensure compliance with A.R.S. 34-603(C)(2)(e) and as it may be further modified relative to the selection of Subcontractors and Major Suppliers.
3. If the DB is to self-perform the DB must submit a detailed explanation and demonstration of the cost of the work it will self-perform. The DB must further provide documentation to demonstrate that for any work that is self-performed, the cost of any such work is a reasonable and prudent use of public funds. The County must approve the DB self- performance of any part of the work and the cost therefore prior to accepting any GMP Proposal.
4. Regardless of the selection procedure, the DB is solely responsible for the cost and performance of the selected Subcontractors or Suppliers. The County's approvals under this section are not and shall not be construed to be a waiver, in part or in whole of DB's responsibility and obligation to perform as set forth in this Agreement or subsequent Construction Agreement or GMP and for the cost or less than the cost set forth in any GMP to which the parties agree.

D. Additional Design Phase Services

It is assumed that DB will provide all services necessary for the performance of the Design Phase as Basic Services, and that Additional Services will only be allowed and paid due to special circumstances documented in writing by DB and provided to County, and once approved in writing by County prior to DB performing and/or accruing expenses relative to any such Additional Services.

E. Additional Services

1. Any Additional Services for the design or construction of the Project must be authorized in advance by the County in writing. The DB shall furnish or obtain from others the authorized services. It is assumed that there will be no Additional Services except as expressly allowed by this Agreement. The DB shall be paid for these additional services by the County as herein provided to the extent they exceed the obligation or reasonably inferable obligation of the DB under this Agreement. Examples of potential additional services are as follows:
2. Providing additional financial feasibility or other special studies other than as required by or reasonably inferable from this Agreement.
3. Providing additional planning surveys or alternative site evaluations other than as required by or reasonably inferable from this Agreement.
4. Providing design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the Project, other than general planning and Master Planning for future work as may be indicated by the Program of Requirements.
5. Making major revisions in Drawing, Specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given by the County or are due to causes beyond the control and without the fault or negligence or partial fault or negligence of the DB or its consultants or agents.
6. Providing additional soils sampling, classification, and analysis other than as required by or reasonably inferable from this Article. However, analysis of existing soils information and soils analysis during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered to be additional services in any event.
7. Preparing to serve or serving as an expert witness for the County in connection with any public hearing, arbitration proceeding, or legal proceeding wherein the DB or Subcontractor of the DB is not a party or allegedly at fault; however, preparing to serve or serving as a fact witness for the County or rendering testimony necessary to secure governmental approval of zoning or land-use clearances for the Project shall not constitute an additional service.
8. Providing surveying services such as platting, mapping, subdivision agreements, or recording subdivision plats other than as required by or reasonably inferable from this Agreement.
9. Providing additional services and costs necessitated by out-of-town travel required of and approved in writing by the County other than visits to the Project and other than for travel required to accomplish the Work and/or as expressly required by the Contract Documents.
10. Providing any other services not otherwise included in this Agreement, reasonably inferable from this Agreement, or not customarily furnished in accordance with generally accepted Contractual practices consistent with the term of this Agreement.
11. Providing design and engineering of any work outside the property line if said work is not expressly identified and included in the scope of Work subject to this Agreement.
12. Providing consultation concerning replacement of Work damaged by fire or other causes and not due in whole or in part to DB's action or inaction during construction or furnishing services required in connection with the replacement of such work.
13. Preparing additional documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Construction Documents Phase, other than multiple GMPs or as required by or reasonably inferable from this Agreement.

14. Providing additional special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the project, other than as required by or reasonably inferable from this Agreement.
15. Providing extensive analyses of owning and operating costs.
16. Providing interior design and other similar services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment other than as required or reasonably inferable from this Agreement.
17. Making revisions to design documents after they have been approved by the County when revisions are due to causes beyond the control and not the fault or partial fault of the DB.
18. Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained, or work to be performed, by the County.

F. Not Used

G. Standards. DB's services shall be performed as expeditiously as is consistent with professional skill and care in the orderly progress of the Project and pursuant to any schedule agreed to, in writing, by the parties. Time is of the essence. Safety of visitors, staff and others shall always be the paramount consideration in performing the Work. All services to be performed by DB in respect to this Agreement shall be provided in a manner consistent with the degree of care and skill usually exercised by DBs experienced in projects of similar scope and in accordance with standards of care and skill expected of DBs experienced in projects similar to the Project and under the direction of DBs duly licensed and qualified. Any design services provided by DB shall be performed by design professionals, licensed or certified by the Arizona State Board of Technical Registration.

H. DB's Standard of Performance and Representations. As evidenced by DB's signature below DB states and represents:

1. DB has examined and carefully studied the Contract Documents and other related information material as provided by County, design professional, procurement documents and other sources and has no objection thereto.
2. DB has visited the Site and become familiar with and is satisfied as to the general, local and visible site conditions that may affect cost, progress and performance of the Work and waives any claim, defense or objection relative thereto.
3. DB is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress and performance of the Work.
4. Unless agreed to otherwise by County and DB by written Amendment, DB will perform all testing required to properly design and build, including subsurface conditions, subject to section IX(FF). DB agrees to review all reports of tests prior to GMP Amendment (subsurface and surface conditions) at or near the Site, and other similar material along with other information commonly known to DBs doing business in the locality of the Site and has resolved impacts or effects on the Work created thereby.
5. At time of GMP Amendment to contract, DB does not consider that further examinations, investigations, expirations, tests, or data are necessary to perform the design and engineering required for the Work in compliance with the Contract Documents.
6. DB will: take field measurements and verify field conditions; confirm such measurements and conditions with the Contract Documents and report and resolve all errors, inconsistencies or admissions to County prior to initiating the Work or parts of the Work.
7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

DB shall be responsible for the quality, technical accuracy, timely completion, and coordination of all plans, studies, designs, drawings, specifications, reports, demolition, abatement of non-hazardous material, disposal of non-hazardous materials, construction, wiring, work, installations and other services furnished by DB under this Agreement. DB shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its plan of operations, submittals, specifications, reports, work, construction, wiring, installations and other services named above or performed relative to this Project.

- I. Liquidated Damages.** The DB and the County acknowledge that in the event that the DB fails to achieve Substantial Completion or Final Completion of the Project by the dates established therefor in the applicable GMP Amendment, as adjusted, the County will incur substantial damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the Parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that the County would incur as a result of late Substantial Completion or Final Completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of the County for late completion of the Project, and the County hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion.
- i) If the DB fails to achieve Substantial Completion of that portion of the Work applicable to a particular GMP Proposal on or before the Substantial Completion date set forth in the applicable GMP Proposal, as adjusted, for any reason other than Excusable Delays, the DB shall pay to the County liquidated damages in the amount of One Thousand Four Hundred Twenty and 00/100 Dollars (\$1,420) per Day for each Day Substantial Completion is delayed beyond the Substantial Completion date set forth in the applicable GMP Amendment.
 - ii) If the DB fails to achieve Final Completion of that portion of the Work applicable to a particular GMP Proposal on or before the Final Completion date, as adjusted, for any reason other than Excusable Delays, the DB shall pay to the County liquidated damages in the amount of Seven Hundred Ten and 00/100 Dollars (\$710) per Day for each Day Final Completion is delayed beyond the Final Completion date established according to the applicable GMP Amendment.
 - iii) County and DB agree that the maximum aggregate liability DB has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract date(s) shall be limited to fifty percent (50%) of the Contract Amount.
- J. Approval No Waiver.** Approval by County of plans, studies, designs, specifications, reports, construction, wiring installations and work furnished hereunder shall not in any way relieve DB of responsibility for the adequacy of its work. The County's approval or acceptance of, or payment for, any of DB's services shall not be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.
- K. Fees and Costs.** The cost of DB's services under this Agreement, including all labor, materials and other costs under this agreement will be a not-to-exceed amount TBD as will be set forth in Exhibit D upon acceptance of the GMP which will be complete and full payment for all services, materials, costs, taxes, including any applicable or local tax, and any and all other costs arising from the Project which might be payable to or by the DB. The DB will invoice the County monthly for services performed and will provide supporting documentation which may be reasonably requested to ensure that the work was actually performed to support the amount requested. In no event shall the County prepay or make advancements. Payments shall be made on the basis of percentage of work done. Payment shall be in strict compliance with A.R.S. 34- 221(C)(2). No other payment shall be made or shall be due and owing by County to DB relative to this Agreement. All progress payments shall be in compliance with A.R.S. 34-221.

1. DB may, in addition to any other rights afforded under the Contract Documents, stop the Work for Owner's failure to pay amounts properly due under DB's Application for Payment.
 2. Should the event set forth above occur, DB has the right to provide Owner with written notice that DB will stop the Work unless said event is cured within fourteen (14) days from Owner's receipt of DB's notice. If Owner does not cure the problem or show cause for nonpayment within such fourteen (14) day period, DB may stop the Work. In such case, DB shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it can show it has been adversely impacted by such stoppage.
- L. Retainage and Progress Payments.** County shall withhold a 10% retainage during the construction phase and may limit or not require during design and pre-construction as may be allowed and/or required by law including, but not limited to, the applicable Arizona law including A.R.S. 34-609(B) (2-6) and A.R.S. 34-221. All payments and any withholding of payments shall be done pursuant to A.R.S. 34-609(B) (2-6) and A.R.S. 34-221. Final payment shall be made in compliance with A.R.S. 34-609(B) (2-6) and A.R.S. 34-221.
- M. Bonds.** For the Construction Phase, DB shall obtain and provide the County proof of performance and payment bonds in the not-to-exceed, total cost and fee amount set forth in Exhibit D. Said bonds shall be from reputable sureties authorized to do business in the State of Arizona and shall be provided in compliance with A.R.S. 34-609(B); 34-222.
- N. DB Provided Insurance.** Prior to the commencement of construction of the Work, the DB shall cause to be obtained with insurers and in amounts acceptable to the County, insurance in the following forms:
1. **Workers' Compensation** insurance to cover obligations imposed by Federal and State statutes having jurisdiction of employees engaged in the construction of the Work, and Employers Liability Insurance of not less than \$1,000,000 for Bodily Injury by Accident, \$1,000,000 for Bodily Injury by Disease, and \$2,000,000 for Bodily Injury for Disease-Policy Limits.
 2. **Pollution Liability** project specific coverage with limits not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by the contractor under the Contract, including the transportation of hazardous waste, hazardous materials, or contaminants. This policy shall include: a) The County, its officials, agents, and employees included as additional insureds; b) A waiver of subrogation endorsement in favor of the additional insureds or a blanket waiver of subrogation endorsement; c) A primary, non-contributory endorsement in favor of the additional insureds or a blanket primary, non-contributory endorsement; and d) Written notice of cancellation to the County providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which will be 10-days prior notice.
 3. **Excess Liability** project specific coverage with limits not less than \$3,000,000 excess over the Commercial General Liability, Professional Liability, Business Automobile Liability, and Employer's Liability insurance policies. Limits shall be applied on a per project basis.
 4. **Commercial General Liability** "occurrence" form insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$5,000,000 Products and Completed Operations Annual Aggregate and a \$5,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent DBs, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO current policy form CG 00 010 or equivalent thereof, including but not limited to, separation of insured's clause. Further, the policy shall include coverage for the hazards commonly referred to

as X (explosion), C (collapse), U (underground). The products and completed operations coverage shall extend for five years past acceptance, cancellation or termination of the Work. Said policy shall contain a severability of interest provision. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the County, the CPM, their agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO current Commercial General Liability Additional Insured Endorsement form CG 20 10, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

5. **Professional Liability** project specific insurance including errors and omissions with a limit of not less than \$2,000,000 per claim and \$2,000,000 aggregate contain a retroactive date no later than the effective date of the Contract and have an extended reporting period of not less than five (5) years after the termination of the Contract. If coverage is obtained and/or maintained on a claims-made basis, the following requirements apply: a) The retroactive date must be shown and must be before the date of the Contract or the beginning of any work or services under the Contract; b) Coverage must be maintained and evidence of coverage must be provided for at least five (5) years after termination of the Contract; and c) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, the contractor must purchase an extended reporting period for a minimum of five (5) years after termination of the Contract.
6. **Builder's Risk** stand along project specific insurance providing coverage during all phases of construction and/or renovation work, covering direct physical loss, including, but not limited to, fire, theft, water, explosion, vandalism, mechanical breakdown, electrical arcing, ordinance, or law, in an amount sufficient to cover the total value of the structure(s), without co-insurance penalties. Such coverage shall include all items of labor and material, soft costs such as loss of income, architect and engineer fees, building permits and any other non-recurring costs as may be appropriate for the contractor. The policy shall include as insureds the contractor, all subcontractors, and the County.
7. **Business Automobile Liability insurance** with a limit of \$1,000,000 each occurrence on DB's owned, hired and non-owned vehicles assigned to or used in the performance of the DB's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" current policy form CA 00 01 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the County, the CPM, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
8. **Subcontractors Insurance.** The contractor shall require all subcontractors it hires to perform work under the Contract to maintain appropriate insurance, including, but not limited to, Workers' Compensation, Commercial General Liability, and Automobile Insurance in a form and with limits deemed appropriate by the contractor for the work performed under the Contract. All subcontractors shall be required to obtain the following endorsements to their insurance policies:
 - a) Naming the County, its officials, agents, and employees as additional insureds;
 - b) A waiver of subrogation in favor of the additional insureds or a blanket waiver of subrogation endorsement; and

- c) A primary, non-contributory endorsement in favor of the additional insureds on a blanket primary, non-contributory endorsement.
- 9. DB's equipment insurance covering owned; non-owned, leased equipment used in connection with the construction of the Work.
- 10. The insurance required herein shall remain in effect until the end of the Correction Period and at all times after that when the DB may be correcting or removing and replacing defective Work and the DB and the County have agreed in writing that the Work is covered under insurance designed for the purpose of providing coverage for the accepted Work while occupied.
- 11. The policies required herein shall be endorsed to include the County as well as its agents, officials, employees and volunteers as additional insureds.
- 12. The DB shall cause insurers providing the policies required herein to waive all rights of recovery against the County and its agents, officials and employees.
- 13. DB shall provide, and cause subcontractors to provide, certificates of insurance from insurers acceptable to the County prior to commencement of the construction of the Work as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall identify this Contract and contain provisions that coverage afforded under the policies shall not be canceled, terminated, reduced, or materially changed until after sixty (60) days prior written notice has been given to the County. Certificates of insurance and any notice of cancellation or material change should be addressed as follows:

Sheriff's Office c/o: R.E. (Steve) Mendoza
Construction Project Manager
141 S 3rd Avenue, Yuma, Arizona 85364

Certificates evidencing the completed operation liability coverage will be required for Eight (8) years past the date the County accepts final completion for the entire Work.

- 14. The County reserves the right to request and receive certified copies of any or all of the above insurance policies and/or endorsements.
 - 15. All insurance policies required by this Section shall be obtained from a financially sound insurance company rated not less than A- XII by A.M. Best Company and be authorized to do business in the State of Arizona.
 - 16. Costs of all insurance coverages required are the sole responsibility of the DB.
 - 17. The stipulation of insurance coverages in this Section shall not be construed to limit, qualify, or waive any liabilities or obligations of DB, assumed or otherwise, under this Contract.
 - 18. The DB shall be responsible for purchasing and maintaining Builder's Risk and Course of Construction insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the County, the CPM, the DB, the DB's subcontractors and sub subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The DB shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.
- O. Relationship of the Parties.** DB shall perform services as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto, or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or

implied, to create any such duty or obligation on behalf of the other party. DB agrees that it will not hold itself out as an affiliate of, or a partner, joint venture, co-principal or co-employer with County or any of its affiliates by reason of this Agreement, and DB will not knowingly permit any of its employees, agents, or representatives to hold themselves out as, or claim to be, officers or employees of County or any of its affiliates by reason of this Agreement.

- P. Termination.** This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination unless the other party cures such failure within such seven (7) day period.

The Agreement may be terminated by the County upon not less than seven (7) days' written notice to DB for the County's convenience and without cause.

In the event of termination not the fault of DB, DB shall be compensated for direct services actually performed on the Project, plus overhead and profit, minus a reasonable amount for defective or non-conforming performance. No other consequential, lost opportunity, lost profits or other damages, costs or amounts shall be paid.

- Q. Assignment.** It is agreed by the parties hereto that this Agreement is the obligation of DB. This Agreement may not be assigned or transferred to any other persons, firm or corporation without the prior written consent of County. Upon termination of this Agreement, DB shall assign its rights under contracts with subcontractor to County as County may elect. DB shall ensure County's right to said assignment is included in all such subcontracts.

- R. Records/As-Built/Manuals.** Upon the termination or prior to completion of this Agreement, DB shall deliver all records, notes, data, memoranda, models and equipment of any nature whatsoever to County. DB shall also provide County with a neat, clear copy of as-built drawings or electronic copies as the Parties may agree, which accurately set forth the project, including, but not limited to infrastructure, water, sewer, gas and other utility lines; electrical and electronic wiring and installations; and structural elements, as the project was actually built. DB shall also supply all relevant manuals, warranties and training relative to the project prior to final payment.

- S. Notices.** All notices required or permitted under this Agreement shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

County: Administration offices at 197 S. Main Street (lobby), Yuma, AZ. Sheriff's Department Jail District Project #23-200-07b

Design-Builder: _____

Such address may be changed from time to time by either party by providing written notice of the change of address.

- T. Amendment.** This Agreement may be modified, amended or cancelled if the amendments have been made in writing and signed by both parties after being duly authorized by County. No other alleged amendments shall be valid or enforceable. No work relative to an amendment shall be initiated until a fully executed amendment is in place. There shall be no payment for work performed prior to or without a fully executed amendment as set forth herein.
- U. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

- V. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- W. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Arizona and jurisdiction and venue for any disputes arising relative to this agreement shall be in the county wherein the Project is to be constructed.
- X. **Applicable Rules and Regulations.** This Agreement shall be performed in compliance with, and the services, work and products arising from this Agreement and all activities relative to the matters set forth in this Agreement must be provided in compliance with, applicable state, federal, and local rules, regulations and laws.
- Y. **Codes/Safety.** DB further warrants that all work will be completed in strict compliance with applicable codes and safety regulations and in a manner which will safeguard and protect the health, safety and welfare of the County's visitors, staff and community served by the County.
- Z. **Subcontractors.** DB may, pursuant to this Agreement, engage subcontractors to perform work hereunder, provided DB shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract. County shall have the right to reject any subcontractor without penalty. DB shall exercise due diligence in the selection of any subcontractor and/or any worker to ensure that they are morally fit (no inappropriate criminal history) for work on this Project, and that they are competent to perform the work they are assigned.
- AA. **Liens.** If requested, DB shall furnish County appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
- BB. **Worker's Compensation.** DB warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of DB or its employees or subcontractors.
- CC. **Permits.** DB shall at its own expense obtain all permits necessary for the work to be performed.
- DD. **Site.** DB shall be responsible for condition, protection and safety of the site throughout construction. DB agrees to remove all debris and leave the premises in broom clean condition.
- EE. **Delays to the Work.** "The County and DB shall engage in negotiations for the recovery of damages related to expenses incurred by the DB for delay for which the County is responsible, which is unreasonable under the circumstances, and which was not within the contemplation of the parties to the Contract. In such negotiations, the DB must demonstrate actual and direct additional cost, or the DB is actually delayed in achieving Substantial Completion and/or Final Completion due directly to County's action or inaction and which are in no way the result in whole or in part, of DB's or those for whom DB is responsible actions or inactions." See A.R.S. §34-221(F). See A.R.S. §34-609(E).
- FF. **Unforeseen Site Conditions.** If DB encounters concealed or latent physical or subsurface conditions, during the performance of the Work at the Project site, which (a) materially differ from the conditions indicated in the Contract Documents; or (b) or of an unusual nature which differ materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, DB shall provide written notice to County apprising County of the unforeseen conditions encountered within three (3) business days. DB shall not disturb or modify such conditions without County's prior written consent. County shall promptly investigate DB's notice of an unforeseen site condition and advise DB of its findings and determination. If the conditions encountered by DB are determined by County to be an unforeseen condition, DB may be entitled, in accordance with this Agreement, to an adjustment in the price/cost and/or Contract time to the extent that the cost or time has been actually and directly adversely impacted by the unforeseen conditions. Absent proof of an actual, direct cost or impact to time there shall be no such adjustment.

GG. Record Keeping and Finance Controls

1. Records of the DB's direct personnel payroll, reimbursable expenses, and records of accounts between the County and DB pertaining to this Project shall be kept on a generally recognized accounting basis and shall be available for five years after Final Acceptance of the Project.
2. The County, its authorized representatives, reserve the right to audit the DB's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders. Except DB staff and insurance rates, unless specifically required by State or Federal law. DB has provided detail of all cost included in each rate; County has reviewed and approved each rate to be fair and reasonable.

Notwithstanding anything to the contrary in this Agreement, any rates (for labor, equipment, bonds, insurance and other items of the Cost of Work), multipliers or markups agreed to by the County and DB as part of this Agreement are only subject to audit to confirm that such rate, multiplier or markup has been charged in accordance with this Agreement.

3. The County reserves the right to decrease the GMP and/or payments made on this Agreement if, upon audit of the DB's records, the audit discloses the DB has provided false, misleading, or inaccurate cost and pricing data.
4. The DB shall include a similar provision in all of its agreements with subcontractors or subconsultants providing services under this Contract to ensure the County, its authorized representative or other agency, has access to the subconsultants' records to verify the accuracy of cost and pricing data. The County reserves the right to decrease Contract price and/or payments made on this Contract if the above provision is not included in subconsultant contracts, and one or more subconsultants do not allow the County to audit their records to verify the accuracy and appropriateness of pricing data.
5. The DB shall provide all of the above records, documents, and materials and shall participate in the audit as part of Basic Services under this Contract and shall have no right of recovery or payment for providing the above-described records, documents, and materials in so participating. The cost of any audits conducted pursuant to this provision and not addressed elsewhere will be borne by the County unless certain exemption criteria are met. If the audit identifies overpricing or overcharges of any nature by the DB in excess of ½ of 1% (.5%) of the total Contract billings, the DB shall reimburse the County for the total cost of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non- performance, the County may recoup the cost of the audit work from the DB. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the foregoing invoices and/or records shall be made within a reasonable amount of time, not to exceed ninety (90) days, from the presentation of the County to the DB. The above- described records and documents shall be maintained as set forth above for **five (5) years** after the conclusion of the final completion of the project. This provision shall survive the termination of this Contract.

HH. Equal Opportunity/Affirmative Action. The DB shall comply with the provisions of all applicable federal, state, and local laws and the requirements of County policies, pertaining to discrimination and accepting applications or hiring employees. The DB shall not discriminate against any worker, employee or applicant or any member of the public because of race, color, religion, gender, national origin, age, disability, any other unlawful reason or otherwise commit an unfair employment practice. DB shall comply with all laws, including Arizona laws and executive orders, including **Executive Order 99-4** as it may be amended which is made a part hereof by reference, and shall further ensure that a like provision is in all subcontracts.

II. Legal Arizona Workers Act Compliance. DB hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to DB's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal

Immigration Laws”). DB shall further ensure that each subcontractor who performs any work for DB 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 DB and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of DB ’s or any subcontractor ‘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 of this Contract subjecting DB 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, DB 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, (subject to County approval) as soon as possible so as not to delay project completion.

DB shall advise each subcontractor of County’s rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form: “Subcontractor hereby warrants that it will at all times 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 and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of DB

JJ. Registered Sex Offender Restriction. Pursuant to this Agreement, the DB agrees by acceptance of this Agreement that no employee or subcontractor of the DB, who is known to the DB to be required to register as a sex offender pursuant to A.R.S. 13-3821, will perform work on County’s premises or equipment at any time when County’s visitors are, or are reasonably expected to be present. The DB further agrees by acceptance of this Agreement that a violation of this condition shall require DB to remove such person from the Project. The DB shall ensure that all their employees, workers and subcontractors are suitable to work on this Project.

KK. Adoption of Applicable Laws. All contractual provisions required by Arizona and other applicable laws and/or County policies are adopted herein by reference and are enforceable by the parties as if fully rewritten herein.

LL. Waiver of Consequential Damages. Not including Liquidated Damages, the DB and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

1. Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. Damages incurred by the DB 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.

MM. Israel Boycott Certification. If Contractor engages in for-profit activity and has 10 or more employees, Contractor hereby certifies that it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel as defined by A.R.S. § 35-393.01. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant thereto.

NN. May Be Canceled Pursuant to A.R.S. §38-511. All parties hereto acknowledge that this Agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

OO. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement concerning this subject matter, whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

[YUMA COUNTY]

[DESIGN-BUILDER]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

Work includes Architectural/Engineering design and renovation and additions for work identified.

Work includes pre-construction services necessary to establish a GMP based on Architectural/Engineering design.

The Project Scope of Work (“SOW”) is generally as set forth in RFQ #23-200-07b issued in this matter, this Agreement and all requirements within section III “Preconstruction Phase Services”, section IV “Guaranteed Maximum Price Proposal”, section V “Construction Phase Services”, plus exhibit C to this Agreement all of which are enforceable parts of the Agreement and as the parties may subsequently agree in writing.

The first phase will be for design and engineering services and will include pre-construction services, including scheduling, cost modeling, schematic and design development, value management, risk management and constructability analysis, and construction documents for bidding, building and permits.

The DB will provide the Design and Engineering Services necessary to performing the work and provide the services in strict compliance with all relevant codes and safety regulations, manufacturer’s instructions/specifications, per industry standards or such express standards as may be set forth herein or any attachments hereto.

Work includes pre-construction services necessary to establish a GMP cost based on Architectural design and construction documents. The following outline below is based on Yuma County Board of Supervisors approved improvements and are the basis for design, along with the 2026 Smoke Control Assessment report provided during the DB selection process:

1. Remove, replace or refurbish (12) air handling units connected to smoke control system.
2. Remove and replace (17) smoke exhaust fans.
3. Remove and replace or repair fire dampers, smoke dampers, and combination fire/smoke dampers in systems connected to smoke control system.
4. Replace the smoke controls system with new controls to meet UL 864.
5. Remove and replace all (7) stairwell pressurization supply fans located in all stairwells within the building sections B – G.
6. Repair/ replace door seals and cracks where a positive pressurization level must be kept. Readjust airflows to match existing design flows.
7. Remove, replace or refurbish the other (7) air handling units and (1) make-up air unit not connected to the smoke control system.
8. Remove and replace or repair fire dampers, smoke dampers, and combination fire/smoke dampers in systems not connected to smoke control system.
9. Remove and replace all (35) VAV terminals with reheating coils.
10. Upgrade all electrical components surrounding the units replaced.

An essential element of the Design-Build scope of services will be to support the County, Project Manager, and Sheriff’s Office team in delivering a finished Project that conforms to parameters approved by the County.

Any GMP must provide for the complete design and construction of the Project, including any temporary or interim facilities if required to maintain essential County functions in operation throughout the construction period. The Design-Build services required for the Design Phase as outlined below will include, but are not limited to the following:

1. Review and evaluate County's program, budget, and schedule.
2. Provide key project personnel that will attend regular design and construction meetings with County's Project Manager and Owner's Representative to review project status, review design development, provide constructability recommendations and update the construction cost estimate and schedule.
3. Consult with County's Project Manager and Owner's Representative regarding site use and improvements, phasing/sequence of the work, materials selection, and selection of all building systems and equipment.
4. Conduct value management and risk management sessions, submittal documents for the approval of selected materials and systems, constructability reviews, and cost estimates as appropriate during the design phase.
5. Prepare and update on a monthly basis a Project Schedule for County's Project Manager and Owner's Representative review and approval.
6. Coordinate, update and integrate the Project Schedule with the services and activities of County's Project Manager and Owner's Representative. As the design proceeds, the Project schedule shall be updated to indicate proposed activity sequences, critical activities and duration, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price proposal.
7. When the Schematic Design is prepared and submitted by the Design-Build (DB) team, the DB team will prepare for the review and approval by County's Project Manager and Owner's Representative, a preliminary cost model with supporting data and assumptions that will be submitted with the Schematic Design.
8. When Design Development Documents have been prepared by the DB team, the DB team will prepare for the review and approval by County's Project Manager and Owner's Representative, a preliminary cost model with supporting data and assumptions that will be submitted with the Design Development documents.
9. During the preparation of Construction Documents, the DB team shall update and refine the construction cost model as necessary. If any estimate submitted to County exceeds the previously approved estimates, the DB team shall be prepared to make recommendations to County's Project Manager and Owner's Representative to reduce the cost of the Project. In no case will the Project be allowed to exceed the project budget, other than pursuant to Change Orders requested by County.
10. The Design-Build team shall submit to County's Project Manager and Owner's Representative a schedule for procurement of long-lead time items that will constitute part of the Work as required meeting the Project schedule.
11. At the Construction Document completion percentage deemed appropriate by County and agreed to by Design-Build construction firm, the DB team will propose a Guaranteed Maximum Price for the Project, which shall be the sum of the estimated Cost of Work, profit and overhead, general conditions, insurance, bonds, taxes and other costs, specifically identified, relative to the Project. In no case will the total Project cost exceed the Project Budget stated herein.
12. Other pre-construction services as may be established by this contract and as are inferable therefrom.

Throughout the Preconstruction Phase, the DB and Architect/Engineer shall meet at least bi-weekly with the County, plus actively engage and participate in ongoing value management, risk management, constructability reviews, refinement of estimates and other same or similar activities throughout the

Preconstruction Phase as the County's Project Manager and Owner's Representative may require to solicit the County's input into the design and to review the progress of the design. The Owner's Representative shall record and distribute meeting minutes of preconstruction phase meetings, noting all County directives and requests.

If a GMP is agreed to and an Amendment to the contract is established, the DB will be responsible for the design and construction including providing all materials, equipment and infrastructure for the Project as outlined below from RFQ #23-200-07b, and this agreement. The Design-Build services required for the Construction Phase will include, but are not limited to the following:

1. Enter into an "at risk" contract with County to provide all subcontractors, materials, material suppliers, equipment and equipment suppliers and utilities necessary for the construction and operation of the complete Project.
2. Schedule and facilitate weekly construction phase meetings.
3. Provide continuous on-site DB services throughout the construction, commissioning and final completion phase. The management shall include, but is not limited to:
 - a. Regular job site meetings and minutes.
 - b. Maintain daily on-site project log and schedule report.
 - c. Oversee and maintain quality assurance, material sampling and testing, and course of construction inspection programs.
 - d. Perform and oversee facility start-up operations and staff training.
 - e. Monitor construction management staff and subcontractor work performance for deficiencies.
 - f. Oversee construction management staff and subcontractor safety programs.
 - g. Maintain master set of construction documents on-site to include all ASI's and supplemental sketches and provide copies to all subcontractors concerned. At the conclusion of the Project provide an updated and complete set of as-builts in the form as may reasonably be required by County.
 - h. Care protection and security of the Work and materials.
 - i. Provide warranty services.
3. Develop, update and maintain master Project Schedule, detailed construction schedules, submittal schedule and log, RFI log, PCO log, inspection schedules and occupancy schedules.
4. Submit for approval all submittals required per contract documents and specifications.
5. Report potential budget and schedule variances and prepare recovery plans.
6. Coordinate surveyors, special consultants, and testing lab services contracted by County as required.
7. Administer post construction closeout and warranty collection, start-up and transition to operation.
8. Provide construction program accounting and reporting to County as required. Ensure that the "Open Book" process is fully and transparently implemented to ensure propriety and a prudent use of public funds
9. The DB team will be required to work with County, and County's agents on the Project, submit pay requests for approval, issue RFI's when necessary and assist County and Construction Projects Director and as required for the timely completion of the Project.
10. The DB team will be required to work with and coordinate its activities with any third-party utilities, providers contracts or contractors that County provides for this Project.

12. The Project will be built with an “open book” philosophy. All actual subcontractor materials and other cost information will be made available by the DB team to County, Construction Projects Director and for review during the entire process. The County reserves the right to audit any and all contracts and final costs relative to the project per the DB agreement.
13. Develop and provide weekly, written status reports and provide to County and County Representative.

Exhibit B

Specifications and final Construction Schedule to be provided for Construction Phase Amendment

Exhibit C

DATED _____, 202__

DESIGN AND PRECONSTRUCTION FEES UP TO GMP SUBMITTAL

I. Scope

- A. The Project Scope of Work (“SOW”) is generally as set forth in the RFQ issued in this matter, this Agreement and Exhibit A to this Agreement all of which are enforceable parts of the Agreement and as the parties may subsequently agree in writing (the “Project”).
- B. The Project’s SOW includes, but is not limited to, design, estimating and construction documents for site preparation and construction of all infrastructure needed relative to the Project.
- C. The Project’s SOW includes all design services needed for the Project.
- D. The SOW also includes all construction activity necessary to complete the Project and includes, but is not limited to, permits, fees, inspections and testing, as required; however, design, pre-construction services, permits, fees, bonds, insurances, inspections and testing may be treated as reimbursables to save mark-up and sales taxes. Budget money may be allocated to allow treatment of these necessary expenses outside of this contract at the County’s sole discretion.
- E. We hereby incorporate the Request for Qualifications Design Build Services, RFQ #23-200-07b, as if fully rewritten herein.

II. List of Assumptions

- A. The Project will be delivered using two distinct amendments under this single agreement.
- B. The first phase will be for design and engineering services and will include pre-construction services, including scheduling, cost estimating, schematic and design development, value engineering and constructability analysis, and construction documents for bidding, building and permits. The first phase will include cost breakdowns as follows:
 - 1. Design services, lump sum, not to exceed fee needed to complete all Design Services tasks identified in the Agreement
 - 2. Pre-construction, lump sum, not to exceed fee needed for DB to complete all Preconstruction tasks identified in the Agreement
 - 3. Construction Fees, lump sum or % percentage based on Cost of Work
 - 4. General Conditions, lump sum or % percentage based on Cost of Work
 - 5. Insurance, show % percentage or actual cost for each type based on Cost of Work
 - 6. Bonds, show % percentage or actual cost for each type based on Cost of Work
 - 7. Applicable Taxes if any, lump sum based on Cost of Work
 - 8. All payments to DB to be made monthly pursuant to the Agreement

- C. The second phase will be for construction services and shall be performed pursuant to an agreed upon GMP or series of GMPs. The GMPs shall fully set forth all factors and assumptions relative to establishing the GMP.
- D. All contingencies, cost savings and unused allowances shall be returned to the County for its use or redirected by County for additional improvements as needed.
- E. Additional assumptions that may arise must be agreed to by the parties in writing.

III. Proposed Schedule

From Preconstruction NTP, _____ weeks to completed Design/Preconstruction Phase

- Permit Submission _____ Weeks from Preconstruction NTP
- GMP Submission _____ Weeks from Preconstruction NTP
- Permits Approved and NTP for Construction by County by end of week _____

IV. Design and Preconstruction Services Fee

- A. The following are the not to exceed fees for the design, pre-construction and certain construction phase services anticipated for this Project. These and all other fees, costs, and other expenditures relative to this Project shall be provided to the County, without request, pursuant to the open book policy of this agreement.
 - 1. A/E related Design/Preconstruction Services through completion of the Design Preconstruction Phase \$ _____
 - 2. DB Preconstruction services fee through acceptance of GMP \$ _____
 - 3. Construction Fee: _____ %
 - 4. Insurance Rates:
 - a. _____ % for General Liability
 - b. _____ % for Subcontractor Default Insurance
 - c. _____ % for Performance and Payment Bond
 - d. Builders Risk Excluded, to be included with GMP
 - 5. Construction Phase General Conditions: _____ % Including Subsistence.
 - 6. Design-Preconstruction General Conditions: N/A, all staffing and costs associated with services included in item #A.1 and A.2 above.
- B. The following are the breakdown of cost for Services noted in A.1 and A.2 above. All billing invoices shall reference this list of values and percentage complete. These are not to exceed fees for each service noted.

1. Design & deliver a permitted set of issued for Construction Documents	
a. Program Confirmation	\$
b. Schematic/Design Development	\$
c. Construction Documents	\$
d. A/E Administration Services	\$
2. Reimbursables for design team travel etc.	\$
3. Geotechnical investigation	\$
4. Existing utility survey	\$
5. Existing condition assessment	\$
6. 3D laser scanning	\$
7. 3rd party Engineering reviews of issued for Permit doc's	\$
8. Insurance and design-builder fee	\$

Total A.1 & A.2 = \$_____ = 100%

DESIGN BUILDER:

Date:

By: _____

Its: _____

YUMA COUNTY:

Date:

By: _____

Its: _____

EXHIBIT D

SUBMITTAL REQUIREMENTS FOR GMPs

(THE FOLLOWING APPLIES TO SUBMITTAL OF ANY GMP)

Not Used for the Preconstruction Agreement

GMP Proposal submittal, one copy for review.

Eight copies will be requested by the County prior to contract execution. The eight copies will be punched as required for contract preparation.

Table of Contents:

1. Scope of Work
 2. Summary of the GMP
 3. Detailed Schedule of Values – spreadsheet breakdown of the Work, costs for each identified item and backup documents
 4. Subcontractor selection results
 5. List of Plans and Specifications used for GMP Proposal
 6. List of clarifications, assumptions and exclusions
 7. Project Schedule
1. Scope of Work (SOW) will consist of a description of the Work to be performed by DB and major points that the DB and the County must be aware of pertaining to the scope. Shall be complicit with the Agreement.
 2. A summary of the GMP with a total for each of the components of the GMP as listed in the Agreement as shown in the table below:

General Conditions includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT #: 23-200-07a

DATE:

PROJECT NAME: Adult Detention Center Smoke Control Repair & Upgrade

GMP Summary					AMOUNT		
A.	Cost of the Work (Labor, Materials, Equipment, Subcontracts, Warranty)				\$		
INDIRECT COSTS				RATE			
B.	Construction Fee				%		\$
C.	General Conditions				%		\$
	C1	Payment and Performance Bond	\$	%			
	C2	Insurance	\$	%			
D.	Sales Taxes				%		\$
			E. TOTAL GMP			\$	
			F. County's Contingency			\$	
			G. Design Builder's Contingency			\$	
			H. Contract Amount			\$	

Rates (Percentages) are calculated by dividing each amount by A, such as B/A, C/A

3. Schedule of Values - spread sheet with the estimated bid or cost organized by subcontract categories and a breakdown of the items of work within those categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the DB's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable.
4. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by DB, Design Consultant, and County Representative using the format below.

Plans Used for Preparation of GMP No.

DB	Date
Design Consultant	Date
County Representative	Date

5. A list of the clarifications, assumptions and exclusions made by the DB in the preparation of the GMP proposal, to supplement the information contained in the documents.
6. A Critical Path Method (CPM) diagram construction schedule.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

Final GMP submittal will consist of the following:

1. 8 Copies of the GMP 3 hole punched in binders.
2. One copy of the plans and technical specifications used to arrive at the GMP (signed by Design Consultant, DB and County Representative).

(Do not acquire bond or insurance until notified by the County.)

For questions regarding the submittal requirements, please contact County at _____.

DESIGN-BUILDER

By: _____ **Date:** _____