

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a Regular District Governing Board Meeting open to the public, on **May 20, 2025 beginning at 10am**. The meetings will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona. The meeting can also be joined remotely using [WebEx](#). A passcode is required under certain circumstances and it is MAY25DGB.

One or more Board members and/or staff members may participate in the meeting remotely if necessary.

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify Farah Bughio at the above address or telephone number at least 24 hours prior to the scheduled start time.

The Board may vote to hold an executive session for discussion or consideration of a personnel matter(s) pursuant to A.R.S. §38-431.03(A)(1). The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). The Board may vote to hold an executive session for the purpose of considering its position and instructing its attorney regarding the public body's position regarding contracts that are the subject of negotiations pursuant to A.R.S. §38-431.03 (A)(4). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, Farah Bughio, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 19th day of May, 2025, at 10:00am.

Farah Bughio
Recording Secretary to the Board

NOTICE DISTRIBUTION

1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
2. TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
3. NAVAJO TIMES
4. KINO RADIO
5. KNNB RADIO
6. COUNTRY MOUNTAIN AIRWAVES [KQAZ/KTHQ/KNKI RADIO]
7. KWKM RADIO
8. WHITE MOUNTAIN RADIO
9. NPC WEB SITE
10. NPC ADMINISTRATORS AND STAFF
11. NPC FACULTY ASSOCIATION PRESIDENT
12. NPC CLASSIFIED AND ADMINISTRATIVE SUPPORT ORGANIZATION PRESIDENT
13. NPC STUDENT GOVERNMENT ASSOCIATION PRESIDENT

M I S S I O N

**NORTHLAND PIONEER COLLEGE
PROVIDES EDUCATIONAL
EXCELLENCE THAT IS AFFORDABLE
AND ACCESSIBLE FOR THE
ENRICHMENT OF COMMUNITIES
ACROSS NORTHEASTERN ARIZONA.**

V I S I O N

NPC continually responds to the needs of our communities by cultivating generations of learners. By 2030, NPC will transform lives by advancing student success and socio-economic well-being through a spirit of innovation, partnership, and creative problem-solving.

V A L U E S

INTEGRITY
INCLUSION
ADAPTABILITY
CIVILITY
ACCESS



Northland Pioneer College

EXPANDING MINDS. TRANSFORMING LIVES.

Governing Board Meeting Agenda

Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

The meeting location will be open to the public at 9:55 a.m. at the latest.

Or you can join on [WebEx](#) (Passcode MAY25DGB).

Date May 20, 2025

Time: 10:00 a.m. (MST)

Item	Description	Resource
1.	Call to Order and Pledge of Allegiance.....	Chair Robinson
2.	Adoption of the Agenda (Action)	Chair Robinson
3.	Call for Public Comment..... Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.	Chair Robinson
4.	Discussion Items:	
	A. Standing Presentations:	
	1. Financial Position VPAS Maderia Ellison will provide a report on the financial position of the college for period July 1, 2024 to March 31, 2025.	VPAS Ellison
	2. NPC Student Government Association (SGA) Art Club President, Vicki Bessinger, provided a recording.	Vicki Bessinger
	3. NPC Faculty Association Faculty Association President, Andi DeBellis, will give the Board an update.	Andi DeBellis
	4. Classified & Administrative Staff Organization (CASO) CASO President, Melissa Willis, will give the Board an update.	Melissa Willis
	5. Compensation Committee Associate Dean, Allison Landy, will give the Board an update.	Associate Dean Landy
	6. Northland Pioneer College (NPC) Friends and Family Friends & Family Director, Betsy Wilson, will give the Board an update.	Director Wilson
	7. Human Resources Vice President Nicole Ulibarri will give the Board an update.	VP Ulibarri
	8. Construction Report Director of Facilities and Transportation, Justin White, will give the Board an update.	Director White
	9. Enterprise Resource Planning (ERP) Implementation Update. Project Manager, Colleen Marsh, will give the Board an update.	Colleen Marsh
	10. ACCT Federal & State Legislative Update A report is provided in the packet.	Chair Robinson
5.	President's Report President Von Lawson will provide the Board with an update.	President Lawson
6.	Board Requested Update Dean Jeremy Raisor will give an update on information requested by the Board.	Dean Raisor
7.	Consent Agenda for Action A. April 15, 2025 Board Meeting Minutes (Farah Bughio)	Chair Robinson
8.	For Discussion and Possible Action:	
	A. Old Business	
	B. New Business:	

1. [Request to Approve Annual Microsoft Volume Licensing for 2025-26](#) CIO Jacob
CIO Michael Jacob will request the Board approve the purchase of annual Microsoft volume licensing for 2025-26.
 2. [Request to Approve Cisco Security Enterprise Agreement for 2025-26](#) CIO Jacob
CIO Michael Jacob will request the Board approve Cisco Security Enterprise Agreement for 2025-30.
 3. [Request to Approve Purchase of Broadband Technician Training Equipment](#)..... Dean Raisor
Dean Jeremy Raisor will request the Board approve the purchase of broadband technician training equipment.
 4. [Request to Approve Purchase of Surgical Technician Training Equipment](#) Dean Raisor
Dean Jeremy Raisor will request the Board approve the purchase of surgical technician training equipment.
 5. [Request to Approve Kayenta Construction Manager at Risk \(CMAR\) Contract](#)..... Director White
Director Justin White will request the Board approve the Kayenta Construction Manager at Risk contract.
 6. [Request to Approve Design Fee Contract with SPS+ for Kayenta Center](#) Director White
Director Justin White will request the Board approve a design fee contract with SPS+ for the Kayenta Center.
 7. [Request to Approve Proposals for Pavement Projects at NPC](#) ... Director White
Director Justin White will request the Board approve proposals for pavement projects at NPC.
 8. [Request to Approve Proposal to Upgrade Communication Systems in Show Low](#)..... Director White
Director Justin White will request the Board approve a proposal to upgrade communication systems in Show Low.
 9. [Request to Approve Purchase of Multi-Year EBSCO Package](#)..... VPLSS Solomonson
VPLSS Michael Solomonson will request the Board approve the purchase of multi-year EBSCO Package.
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9. **DGB Agenda Items and Informational Needs for Future Meetings** Chair Robinson
 10. **Board Report/Summary of Current Events**..... Board Members
 11. **Announcement of Next Regular Meeting**..... **June 17, 2025** Chair Robinson
 12. **Adjournment**..... **(Action)** Chair Robinson

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action regarding any items in sections 7 & 8. The Board may vote to hold an executive session for the purpose of discussing Presidential employment goals listed on the agenda pursuant to A.R.S. §38-431.03 (A)(4). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.



Northland Pioneer College

Post Office Box 610 • Holbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • www.npc.edu

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2024 to March 31, 2025

Budget Period Expired

75%

Tax Supported Funds

Current General Fund				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	18,340,750	719,493	13,339,727	73%
State Aid:				
Maintenance and Operations	1,375,600	-	1,026,700	75%
Equalization	12,016,200	-	9,012,150	75%
Rural Aid	815,000	-	611,250	75%
Tuition and Fees	3,800,000	218,306	3,749,562	99%
Investment earnings	2,000,000	315,341	3,158,657	158%
Grants and Contracts	2,730,000	368,858	2,696,968	99%
Other Miscellaneous	350,000	16,746	124,367	36%
Fund Balance	15,626,726	-	-	0%
Transfers	(18,226,726)	(330,950)	(2,532,744)	14%
TOTAL REVENUES	\$ 38,827,550	\$ 1,307,794	\$ 31,186,637	80%
EXPENDITURES				
Salaries and Benefits	26,487,637	1,980,075	18,884,861	71%
Operating Expenditures	12,339,913	640,974	6,854,937	56%
TOTAL EXPENDITURES	\$ 38,827,550	\$ 2,621,049	\$ 25,739,798	66%

Unrestricted Plant				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	273,600	-	205,200	75%
NAVIT Automotive Remodel	-	-	400,000	
Fund Balance	13,626,729	328,501	2,442,366	18%
Transfers In	4,000,000	490,687	1,751,712	18%
TOTAL REVENUES	\$ 17,900,329	\$ 819,188	\$ 4,799,278	27%
EXPENDITURES				
Capital Expenditures - Construction and ERP	10,000,000	328,501	2,442,366	24%
Capital Expenditures - Other	7,900,329	490,687	2,356,911	30%
TOTAL EXPENDITURES	\$ 17,900,329	\$ 819,188	\$ 4,799,278	27%

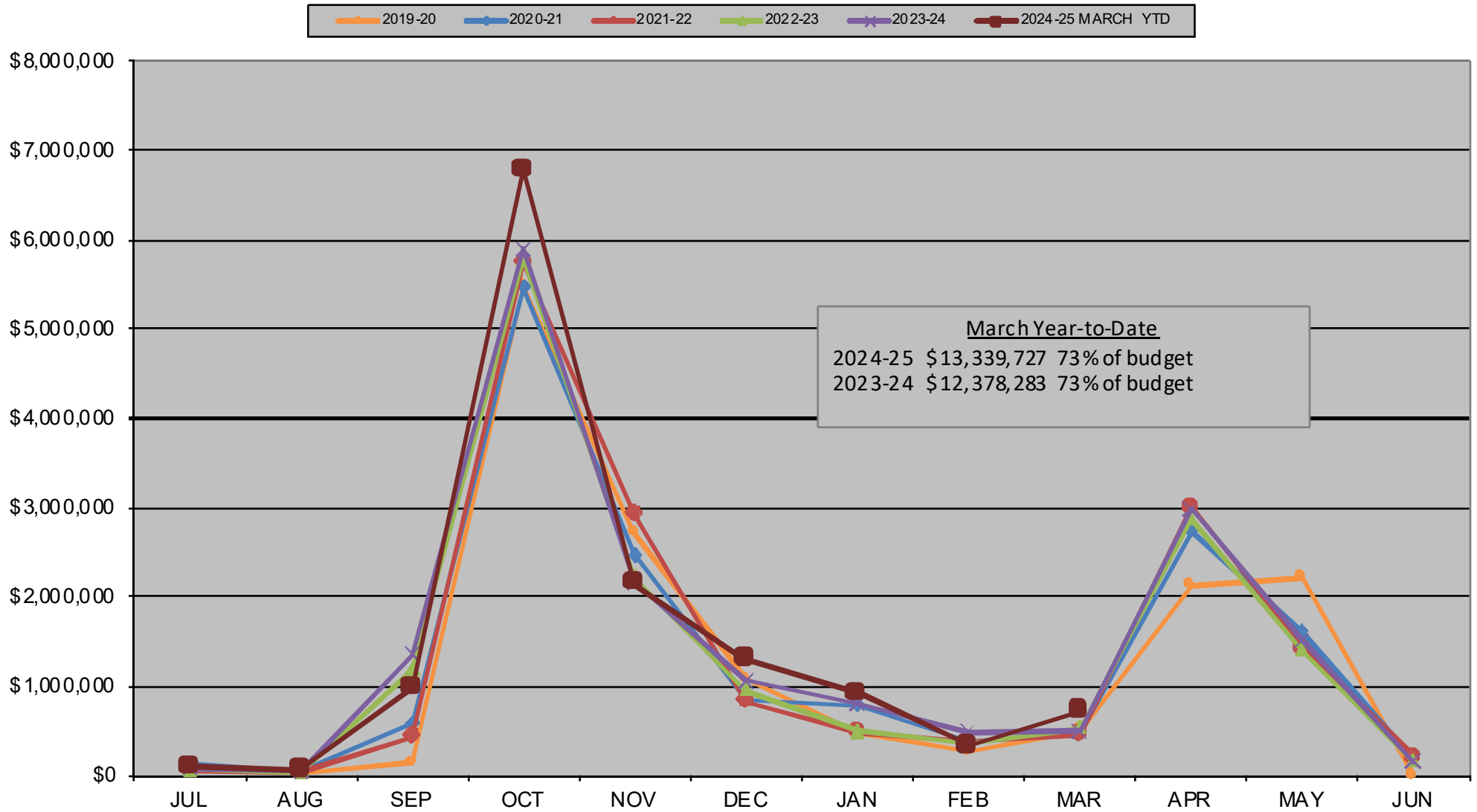
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
Statement of Financial Position
July 1, 2024 to March 31, 2025

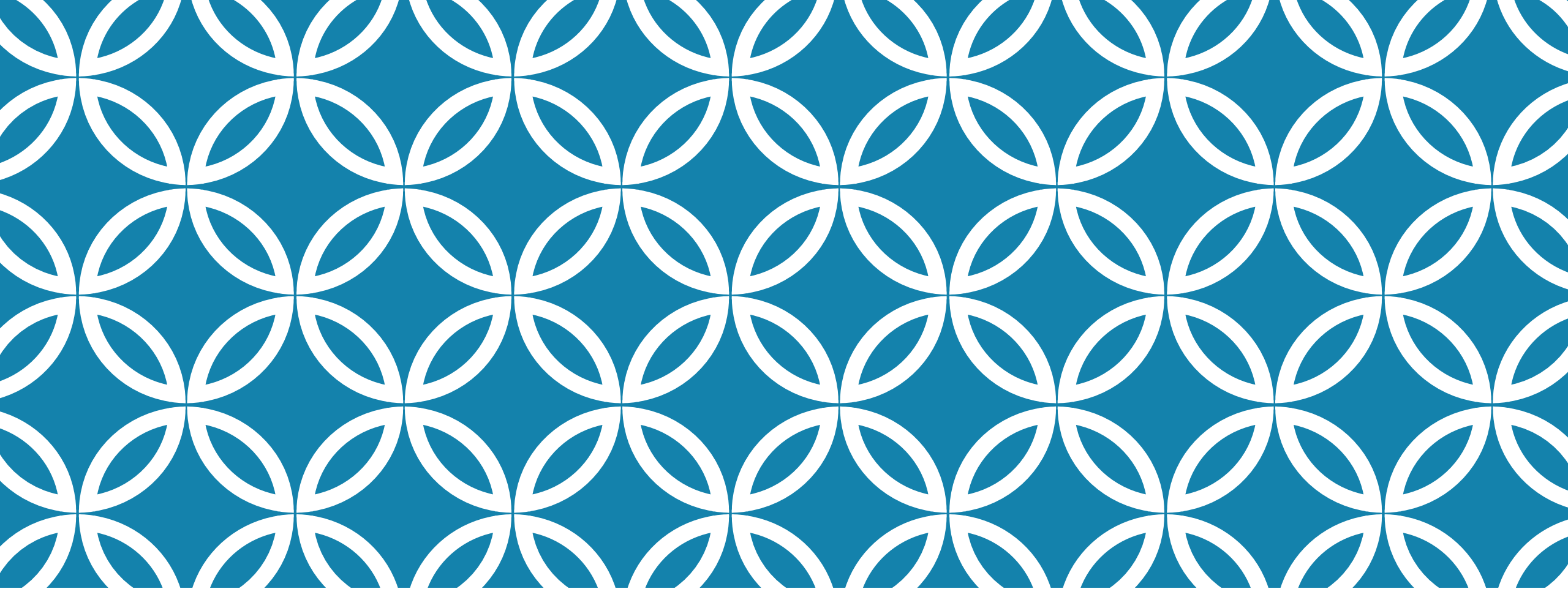
Budget Period Expired 75%

Restricted and Auxiliary Funds				
Restricted				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	8,800,000	185,231	5,204,081	59%
Kayenta Grant	-	-	8,895,684	
Fund Balance	-	-	-	
Transfers In	400,000	-	-	0%
TOTAL REVENUES	\$ 9,200,000	\$ 185,231	\$ 14,099,765	153%
EXPENDITURES				
Salaries and Benefits	3,250,000	161,331	1,495,494	46%
Operating Expenditures	5,950,000	100,826	2,732,509	46%
TOTAL EXPENDITURES	\$ 9,200,000	\$ 262,157	\$ 4,228,003	46%
Auxiliary				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Sales and Services	240,000	8,111	126,131	53%
Fund Balance	-	-	-	
Transfers	200,000	2,449	90,378	45%
TOTAL REVENUES	\$ 440,000	\$ 10,560	\$ 216,508	49%
EXPENDITURES				
Salaries and Benefits	349,654	10,967	114,700	33%
Operating Expenditures	90,346	988	101,807	113%
TOTAL EXPENDITURES	\$ 440,000	\$ 11,955	\$ 216,508	49%

Cash Flows	
Cash flows from all activities (YTD)	\$ 50,302,188
Cash used for all activities (YTD)	\$ 34,983,587
Net Cash for all activities (YTD)	\$15,318,601

Monthly Primary Property Tax Receipts

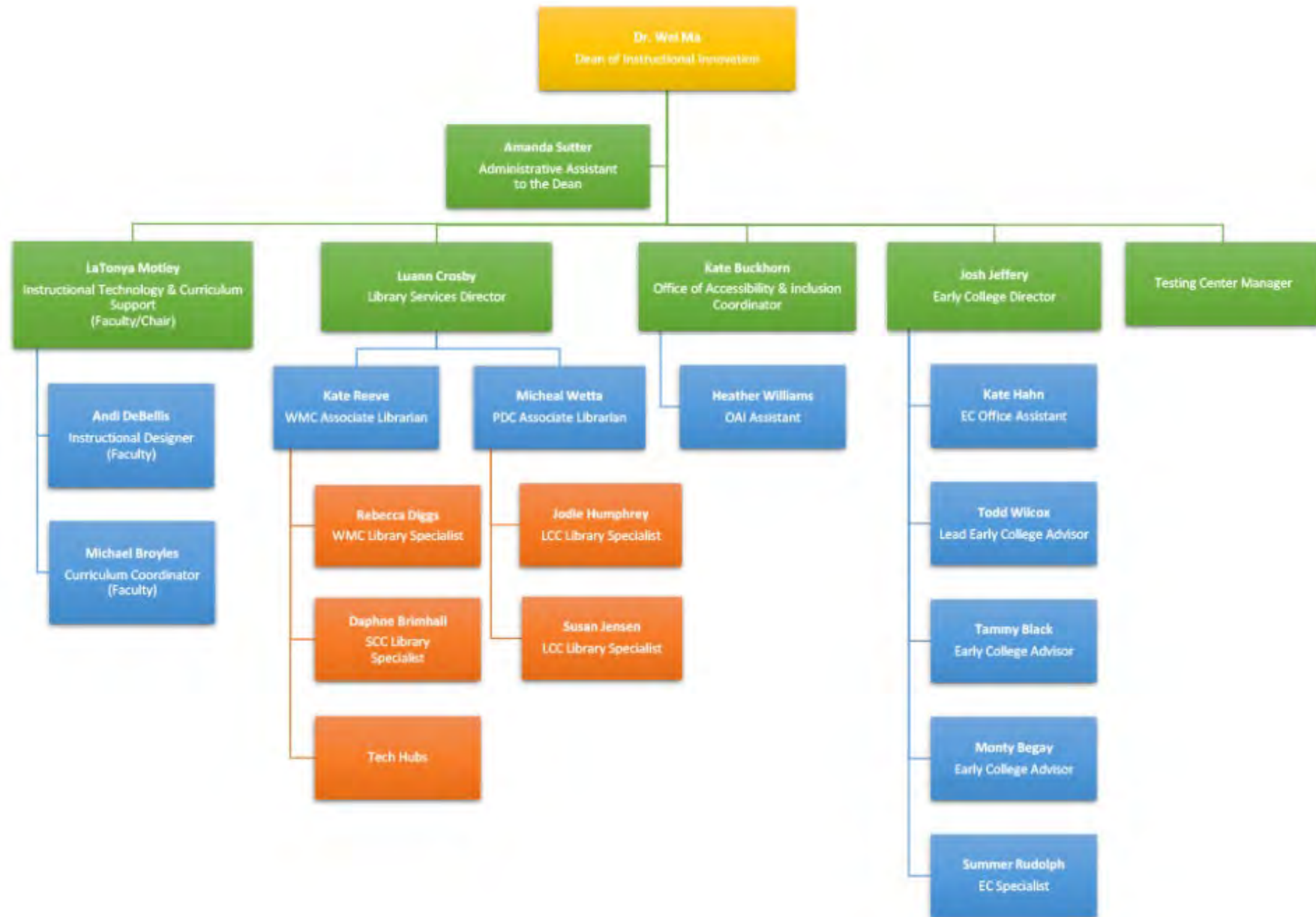




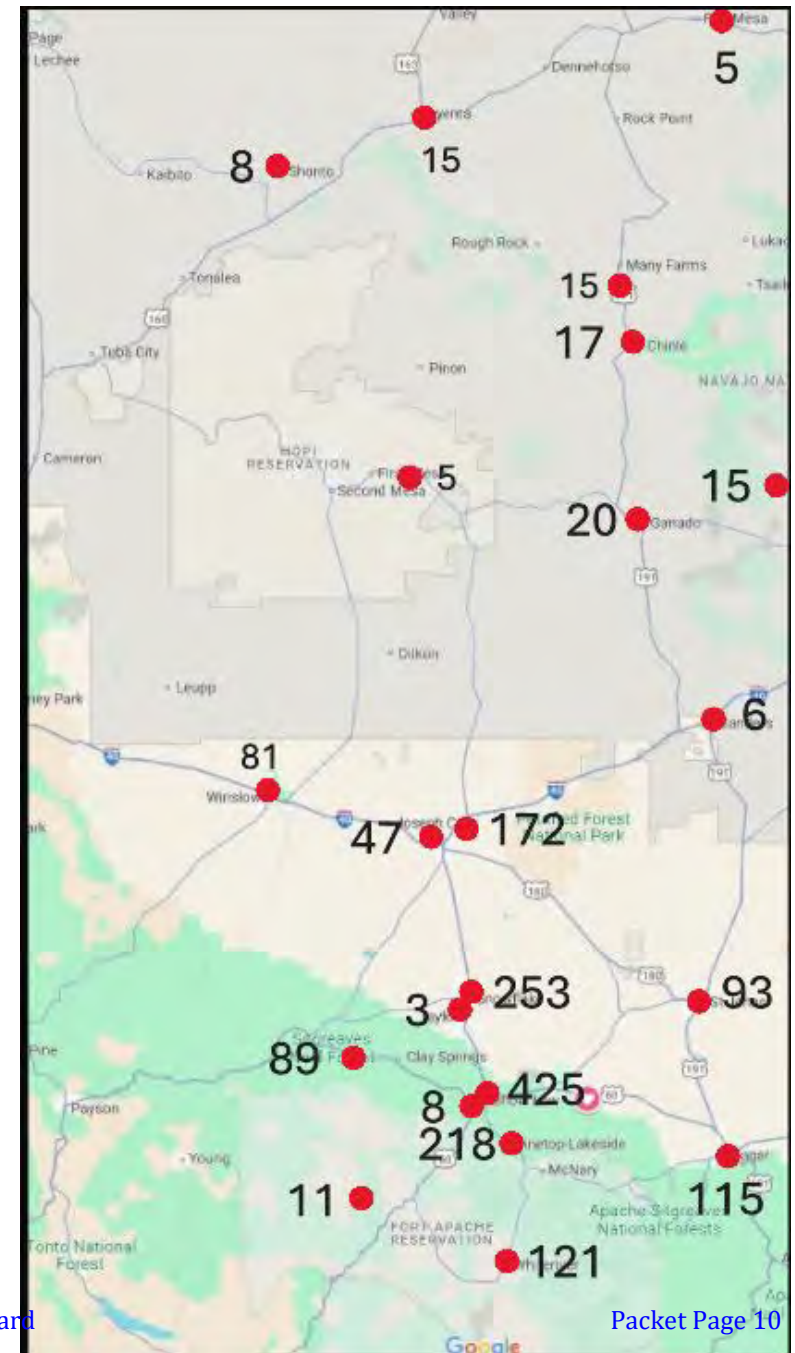
Northland Pioneer College

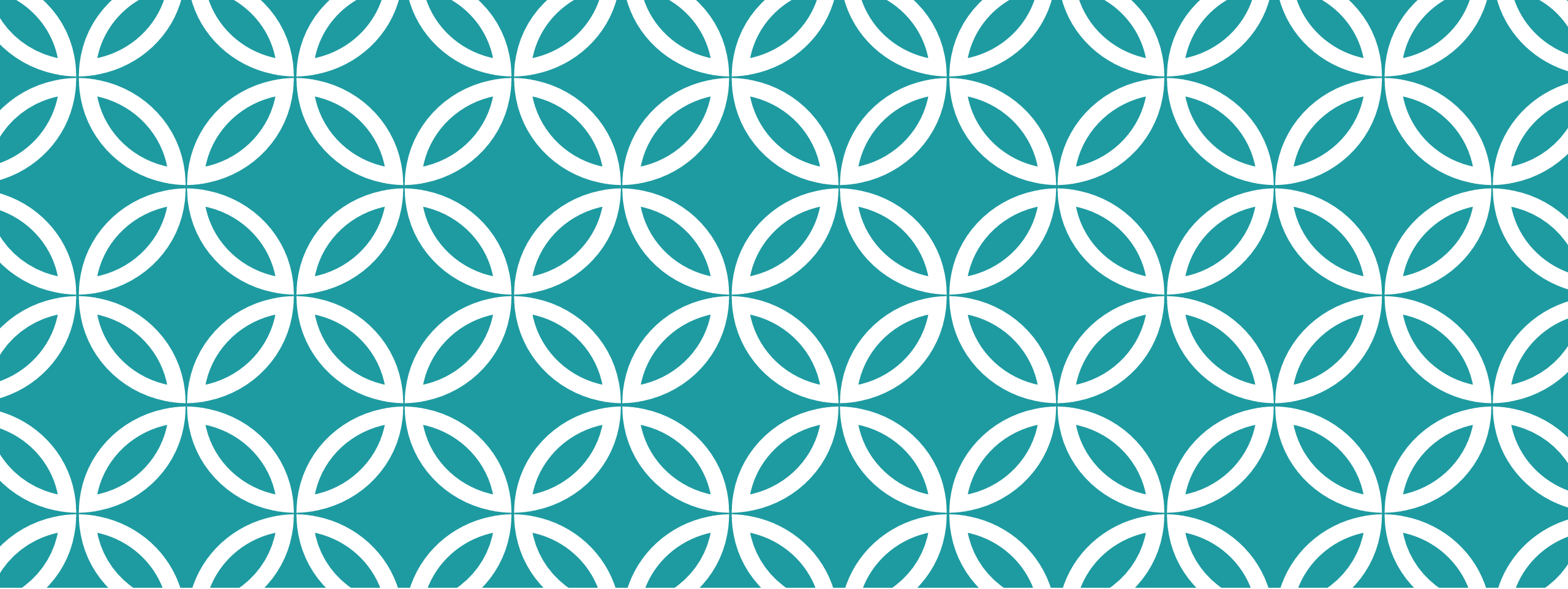
EARLY COLLEGE DEPARTMENT

In a nutshell



Schools we serve with number of students at each school -as of SP25





THE PROGRAMS IN EC PROGRAMS

DUAL ENROLLMENT

High School Instructors who are qualified to teach college level courses (and have been approved by the Dean of the division they will be teaching in) teach NPC courses at their local high schools

Students get credit towards their high school diploma, as well as college credit

PUBLIC COURSES

High school-aged students can take online or on campus NPC courses for free if they are enrolled at a public high school in the district, charter school or are home schooled and live in the district*.

NPC offers a scholarship to pay for tuition and fees (Early College Waiver)

*If the student participates in the Empowerment Scholarship Account (ESA) they will need to use those funds to pay for classes



- Automotive
- Administration of Justice
- Behavioral Health Tech
- Certified Nursing Assistant
- Computer Programming
- Construction
- Cosmetology
- Fire Science
- Emergency Medical Technician
- Industrial Tech Trades
- Medical Assisting
- Sports Medicine/ Rehab
- Welding

Located at 5 NPC locations

Students do a half day at
their high school campus
then a half day at NPC

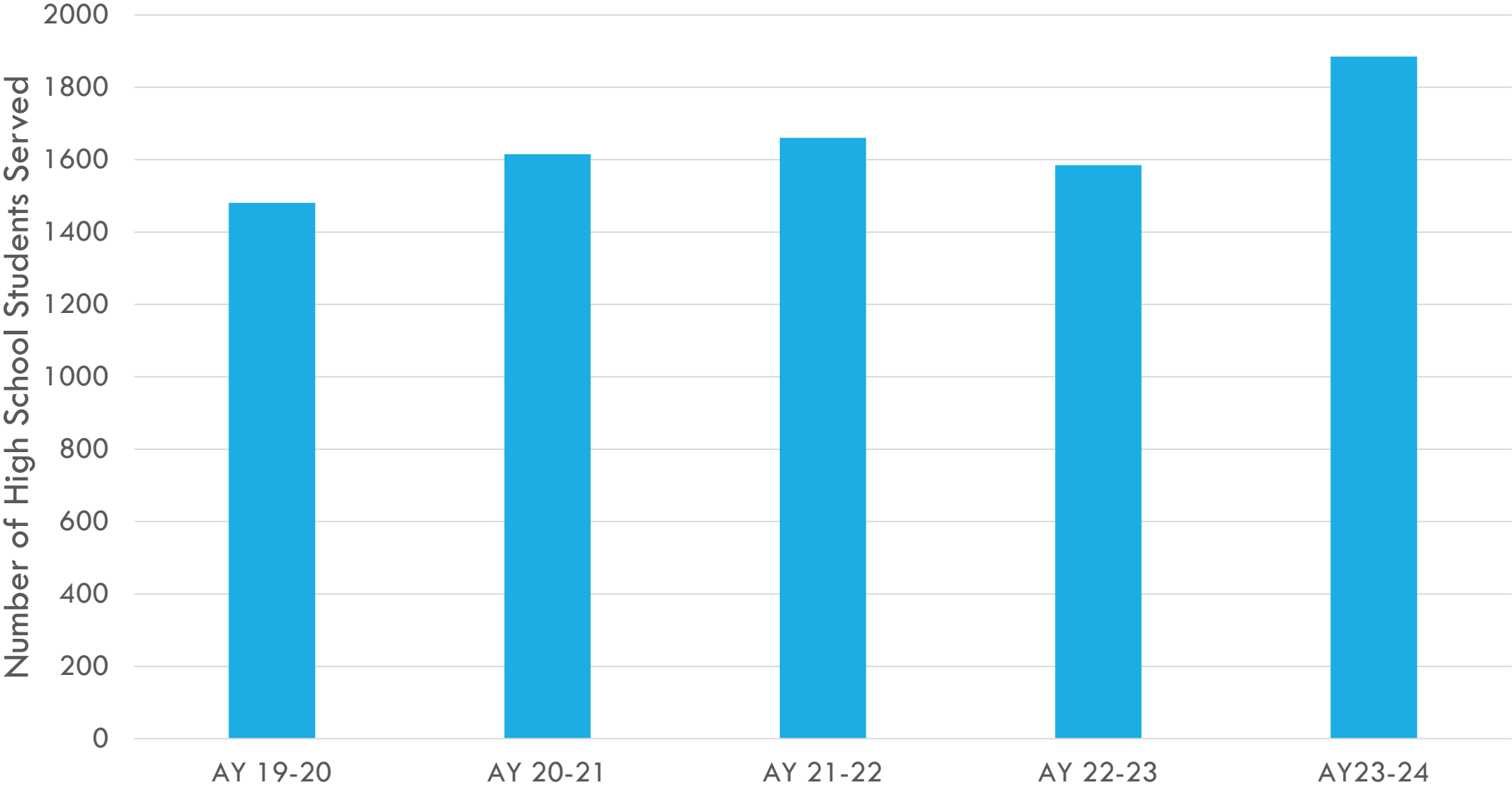
All programs, if successfully
completed, will result in a
certificate of proficiency or
completion

TALON

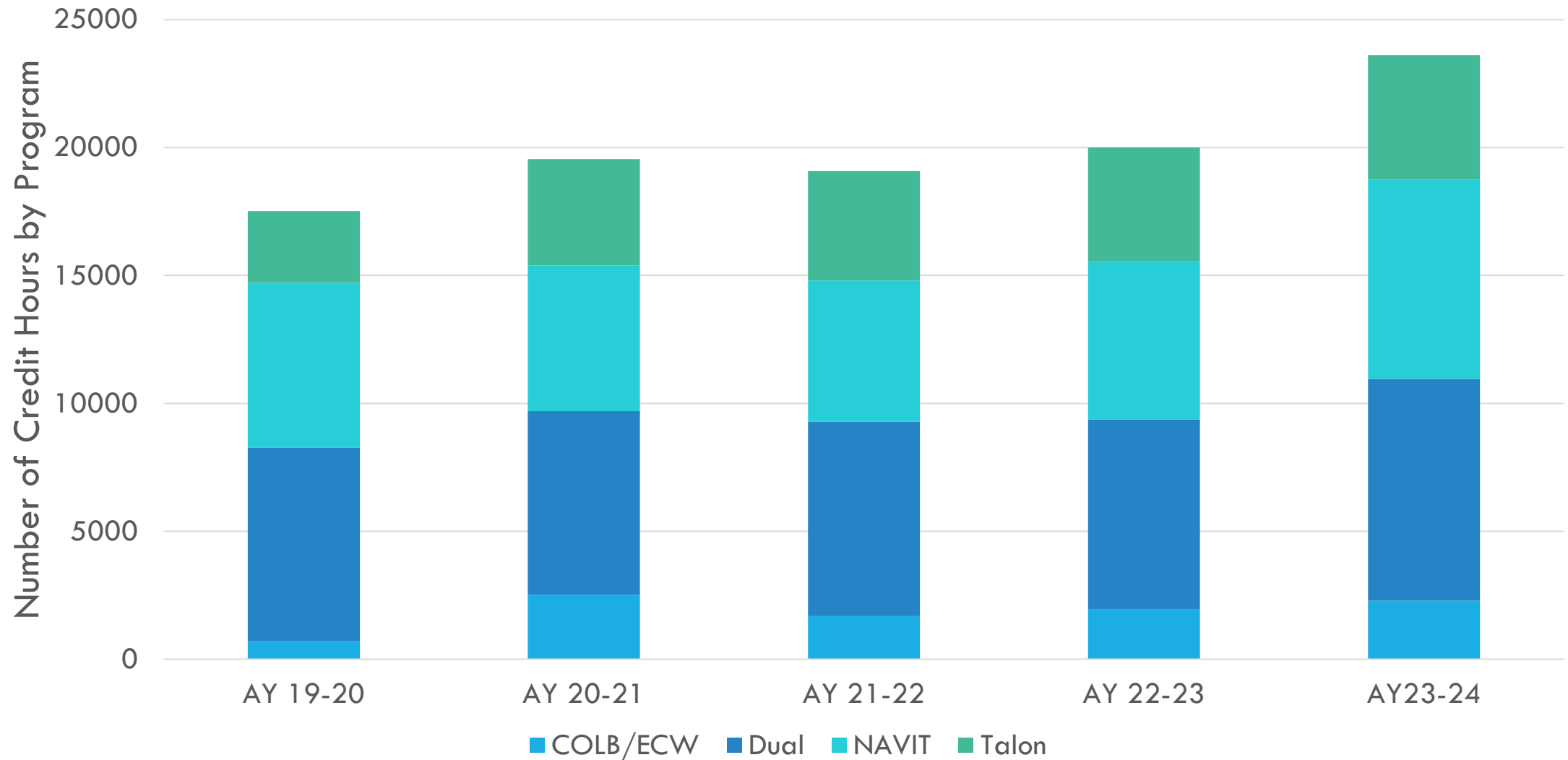
NPC instructors are live broadcasted into high school classrooms across the district. The high school classrooms are equipped with technology so the students can interact with the instructor and students at the other campuses, in real time.

This is especially helpful for our students on the reservations, where they are less likely to have teachers with advanced degrees.

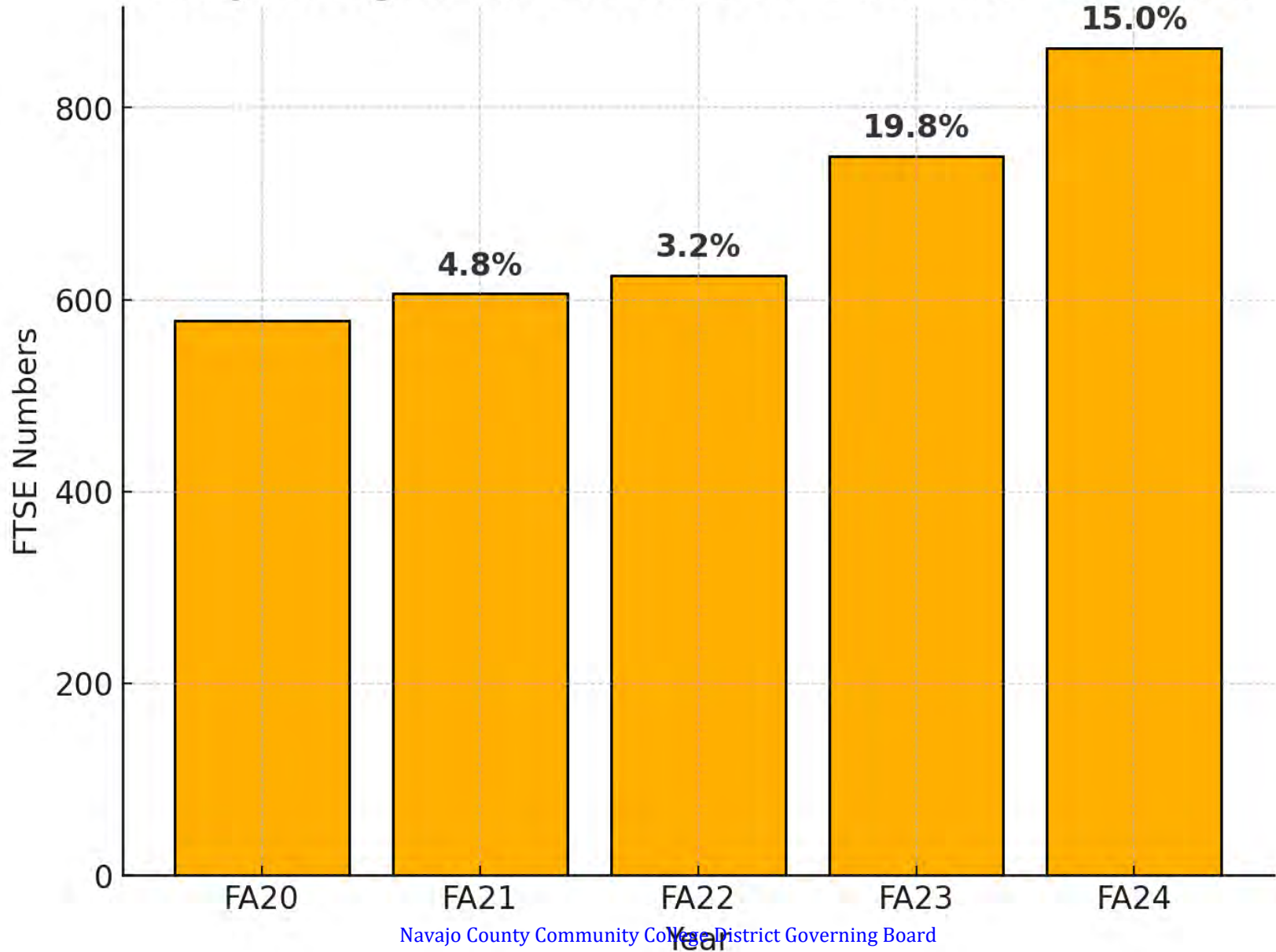
Number of Unique High School Students Served



Number of Credit Hours by Program



Early College FTSE Numbers Over the Past Five Years



Benefits of Early College Programs

- EC students are twice as likely to go to college than their peers.
- This increased likelihood is greatest for students who are low-income, male, Latino, and special education students with an individualized education program.
- EC students are more than 1.2 times more likely to persist from year one to year two in college than their non-dual enrollment peers.

Source: Helios Decision Center 2023 Dual Enrollment in Arizona High Schools Report

Comparison with Prior Year

	SP 2024	SP 2025	Percent Change from prior Spring
45th Date in Semester	2/29/2024	2/26/2025	
Full Time Student Equivalency (FTSE)	1286.2	1464.73	13.9%
Unduplicated Headcount	2735	2992	9.4%

	Total FTSE		Early College FTSE		Regular FTSE	
	SP 2024	SP 2025	SP 2024	SP 2025	SP 2024	SP 2025
Little Colorado Campus	75.8	69.4	32.07	32.07	43.73	37.33
Painted Desert Campus	109.93	107.87	77.01	75.86	32.93	32.00
Silver Creek Campus	158.93	165.00	93	90.93	65.93	74.07
White Mountain Campus	481	487.30	329	292.67	152	194.63
Subtotal	825.66	829.57	531.08	491.53	294.59	338.03
ALU (Learning Contracts)	0.2	1.20	0	0.00	0.2	1.20
Hopi	10.13	7.67	4.93	0.40	5.2	7.27
Internet	299.27	361.10	46.27	116.10	253	245.00
Kayenta	4.2	7.27	0.2	0.00	4	7.27
Springerville	21.4	16.33	12.2	8.40	9.2	7.93
St. Johns	59.2	54.73	52.13	48.73	7.07	6.00
Whiteriver	55.67	51.33	41.67	30.67	14	20.67
Apache County Misc.	8.87	34.87	8.87	34.87	0	0.00
Navajo County Misc.	1.6	100.67	1.6	100.67	0	0.00
Subtotal	460.54	635.17	167.87	339.84	292.67	295.34
Total	1286.20	1464.74	698.93	831.37	587.27	633.37

Note: The sum of categories may be larger than the grand total due to rounding.

Early College
students'
credits make
up 56.75% of
all FTSE

Rollout of Recommended Salary Grades based on Market Survey from 2021.

Although the representative committee members anticipated that the college would be adopting the recommended salary ranges based on the 2021 Market Survey by Gallagher, we recently learned that the Human Resources department was not prepared to meet that deadline. The committee members have all agreed to continue working with HR through the summer months to ensure all steps are in place to implement the updated salary grades by January 1, 2026.

Updating the salary ranges is imperative to ensuring future job recruitment and internal promotions are made competitive to the market. As the survey is reaching its expiration date, the committee is working to ensure the January 1, 2026 date is a hard stop for implementation.

Job Compression Challenges and Internal Equity

A delay in salary grade rollout occurred due to some of the compression issues caused by creating a \$20.00/hour base. Additionally, through the Market Survey, it was discovered that certain positions, which appeared the same, were being graded differently with significant discrepancies. The committee members are currently working with their respective groups to address job descriptions, evaluate job duties for internal equity, and identify gaps in job descriptions. The evaluation is necessary to ensure all positions are placed in the correct salary grades come January 1st, 2026. As a reminder to the board, this is the reason for the .6% set aside in the compensation recommendation approved by the board in March.

Compensation Guidelines for Salary Placement

Concurrently with addressing the compression and equity issues, the committee has been providing HR with feedback on use of the new salary grades and placement strategies for new employees. These guidelines will be communicated college-wide so there is clarity and consistency among internal and external placements when positions are filled.

Pay for Performance

The committee remains committed to addressing pay for performance strategies once the salary grades are in place and guidelines are being implemented consistently. We anticipate specific strategies will be part of a comprehensive compensation recommendation in February/March 2026 and ready for implementation in FY27.

May 2025 NPCFF Board/NPC DGB Report on Fall 2025 NPCFF Scholarships

The single-application, online submission process for NPC Friends and Family (NPCFF) scholarships, launched in Fall 2022 for Spring 2023 scholarships, multiple scholarship information classes, the online availability of both written and video tutorials for developing and writing the scholarship essay (this has been in use for the past six years), and a concerted push to market scholarship opportunities through direct email to all registered students, and to all high schools in the NPC service area, resulted in NPCFF receiving a record 84 applications from 84 unique students. This scholarship application cycle also benefitted greatly from the expertise of Development Coordinator Karen Zimmerman, whose experience as both an NPC Academic Advisor and Early College Advisor helped connect NPC students with scholarship opportunities. The Fall 2025 scholarship application cycle opened on March 1, 2025, with a deadline of April 17, 2025 at 12:00 noon, MST.

- Of the 84 applications received, 77 (92%) were complete and qualified for review. In Spring 2025, 51/56 (91%) were complete and qualified for review. In Fall 2024, 54/61 (89%) were complete and qualified for review.
- The number of total applications is way up, from 56 in Spring 2025 to 84 in Fall 2025, an increase of 50%; the number of qualified applications is up from 51 in Spring 2025 to 77 in Fall 2025, an increase of 50%.
- Six of the 7 of the applications that were ineligible for review due to errors were submitted on the deadline date, within three hours of the deadline.
- 23 of the 77 qualified applications (30.0%) were received within 24 hours of the deadline. Another 20 of 77 (26%) were received within 48 hours of the deadline.
- All applicants were apprised of the need to submit future applications well in advance of the deadline date, so any errors can be corrected.
- 24 of the qualified applications (31%) were received on or before April 3; each of these applicants will receive a bonus of \$100.00 as a separate award, for applying two weeks prior to the deadline. This initiative was funded for the first time this semester by the NPCFF board, to incentivize early submission.

Applicants by Program of Study

- Of the 77 qualified applicants, 21 (27.0%) are pursuing the Associate Degree in Nursing (ADN) Eight of these are taking NUR prerequisites.
- 8/77 (10.0%) are pursuing the AAS in Surgical Technology (SGT)
- 2/77 (6.0%) are pursuing the Associate of Arts (AA) degree
- 2/77 (2.0%) are pursuing the Associate of Science (AS) degree
- 2/77 (2.0%) are pursuing the Associate of General Studies (AGS)
- 5/77 (6.0%) are pursuing the Associate of Business (ABUS) degree

- 1/77 (1.0%) is pursuing the Associate of Arts in Elementary Education (AAEE)
- 4/77 (5.0%) are pursuing the Associate of Applied Science (AAS) in Welding (WLD)
- 4/77 (5.0%) are pursuing the AAS in Behavioral Health
- 3/77 (4.0%) are pursuing the AAS in Early Childhood Development (ECD)
- 2/77 (2.0%) are pursuing the AAS in Administration of Justice
- 2/77 (2.0%) are pursuing the AAS in Entrepreneurship
- 1/77 (1.0%) is pursuing the AAS in Cosmetology
- 1/77 (1.0%) is pursuing the AAS in Computer Information Systems (CIS)
- 1/77 (1.0%) is pursuing the AAS in Therapeutic Massage
- 1/77 (1.0%) is pursuing the AAS in Medical Assistant (MA)
- 1/77 (1.0%) is pursuing the Certificate of Applied Science (CAS) in Fire Science
- 1/77 (1.0%) is pursuing the Certificate of Proficiency (CP) in Welding
- 1/77 (1.0%) is pursuing the Certificate of Applied Science (CAS) in Surgical Technology
- 1/77 (1.0%) is pursuing the Certificate of Proficiency (CP) in Surgical Technology
- 2/77 (2.0%) are in the College and Career Prep program, so will receive the Jon Graff, PhD, CCP Scholarship
- 5/77 (6.0%) are pursuing the Bachelor of Arts in Elementary Education (BAEE)
- 1/77 (1.0%) is pursuing the Bachelor of Applied Management (BAM)
- 5/77 (6.0%) are pursuing the Bachelor of Applied Science in Early Childhood Education (BAS-ECE)

Qualified applicants who self-identified as being members of a Federally-Recognized Indian Tribe (US Department of Education definition) = 21/77 (27%)

Qualified applicants who self-identified as being members of a Federally-Recognized Indian Tribe who are Traditional students (Traditional = Graduated high school in the past two years) = 4/21 (19%)

Qualified applicants who self-identified as being members of a Federally-Recognized Indian Tribe who are Non-Traditional students = 17/21 (81%)

All other qualified applicants who are Traditional = 26/77 (34%)

All other qualified applicants who are Non-Traditional = 30/77 (39%)

Number of Qualified Applications for all NPCFF Scholarships by NPC Location

NPC Location	Number of Qualified Applications	Total Scholarships Awarded	Total Scholarship Dollars Awarded
White Mountain Campus	37	24	\$25,595.00
Painted Desert Campus	9	7	\$7,065.00
Silver Creek Campus	12	12	\$9,100.00
Little Colorado Campus	6	4	\$4,130.00
Whiteriver Center	4	3	\$3,130.00
Hopi Center	4	3	\$2,500.00
Kayenta Center	1	1	\$1,000.00
St. Johns Center	1	1	\$1,000.00
Springerville/Eagar Center	1	1	\$1,000.00
Online	2	2	\$2,000.00
TOTALS	77	60	\$56,520.00

Application Process and Scoring Methodology

Applicants are scored on an application that takes into account the contents of a personal essay that is evaluated based on criteria including the applicant's sense of college and career goals and how well they are aligned, their resourcefulness with regard to college planning, their need for the scholarship, and their academic merit. Written and video tutorials on how to prepare the essay are provided to each registered student via direct email, and links to the tutorials are available at the application site: www.npc.edu/ffscholarships. Applicants are strongly encouraged, both via email, and on the application site, to review the tutorials, before preparing their essays. They are also apprised that they can send drafts of their essays to NPCFF@npc.edu for review and editing, as long as they submit them well in advance of the scholarship deadline date. Some scholarships require letters of recommendation, and students are strongly encouraged to get two letters of recommendation, in order to be considered for the most scholarships possible. Scholarship reviewers are provided with a scoring rubric to assist them in assessing each applicant according to the criteria. For this particular round of scholarships, there were six teams, each comprised of 7-9 individuals. To calculate each applicant's score, the high and low score for each applicant is discarded, and the remaining scores are averaged.

Application Scoring Patterns

The cutoff score for scholarships was 85.0%. Fifty-seven of the 77 qualified applicants (74.0%) received at least one scholarship. For Spring 2025, the cutoff score for scholarships was 83.5%. Thirty-seven of the 51 qualified applicants (72.5%) received at least one scholarship.

The average score among the 57 awardees was 89.62% (Average score in Spring 2025 was 92.23%).

The highest score among the 57 awardees was 97.00% earned by Lisa Benally, AAS candidate in Surgical Technology, WMC (Highest score in Spring 2025 was 97.23%)

The lowest score among the 57 awardees was 85.0% (Lowest score in Spring 2025 was 83.5%)

The median score was 89.94% (Median in Spring 2025 was 90.54%)

The lowest score among the 51 applicants was 62.2%

Four (4) of the top ten scorers, including the top scorer, identified as being members of Federally-Recognized Indian Tribes.

Of the 77 qualified applicants, 45 (58.4%) consulted NPCFF on their scholarship essays.

Of the 57 awardees, 41 (71.9%) consulted NPCFF on their scholarship essays.

Seven of the top 10 scorers (70%) consulted NPCFF at least once on their scholarship essays. Five of the top 10 are past NPCFF scholarship awardees; 29 of the 77 applicants (37.7%) are past NPCFF awardees; 26 of the 57 (45.6%) awardees are past NPCFF awardees.

In addition to these scholarship awards for Fall 2025, additional awards totaling \$42,000.00 for Fall 2025 will be made, as follows:

- **\$10,000.00 – Ten (10) Summit Healthcare Foundation Nursing scholarships**
- **\$4,000.00 – Four (4) BAEE scholarships**
- **\$3,000.00 – Three (3) BAS-ECE scholarships**
- **\$4,000.00 – Four (4) Bachelor of Applied Management (BAM) scholarships**
- **\$1,000.00 – One (1) Martin Lucas Memorial Scholarship**

An additional \$20,000.00 is available to NPC students from Federally-recognized Indian Tribes who reside on tribal lands and travel greater than 30 miles each way to attend classes in Fall 2025 through the AndyVon Transportation grant.

NPC Friends
& Family



Northland Pioneer College

EXPANDING MINDS • TRANSFORMING LIVESSM

HUMAN RESOURCES

MONTHLY REPORT

May 2025

EMPLOYEE RELATIONS AND STAFFING

On June 12th the department will host our next new employee onboarding session. This session is open to all NPC employees who wish to register for a refresher, or if they have never attended a session before.

WELCOME AND RECOGNITION

We would like to welcome the following new employees to Northland Pioneer College

❖ Tony Rhineheart Testing Manager

Congratulations to the below employees as they transition to new positions

❖ Paige Barton Faculty in Nursing

❖ Farah Bughio Director of Institutional Effectiveness

The following employees have left the institution since the last report

❖ Gabriela Bell Therapeutic Message Faculty

❖ Isaac Hutton Systems Engineer

❖ Christopher Fawcett Academic Advisor

❖ Judy Yip-Reyes Director of Institutional Effectiveness

❖ Cassidy Johnson Allied Health Faculty

❖ Donald Myers Faculty in Nursing

❖ Susan Hoffman Faculty in Biology

❖ Jeff LeFevre Faculty in Energy & Industrial Technician

RECRUITMENT

	Location	# Qualified Applicants	Date Opened	Closing Date	Status
Faculty in Educator Preparation Programs	Painted Desert Campus	13	8/7/24	Open Until Filled	Offer in Progress
Dean of Nursing	White Mountain Campus	4	1/15/25	Open Until Filled	In Review
Faculty in Geology	White Mountain Campus	14	2/12/25	Open Until Filled	Offer in Progress
Faculty in Clinical Nursing	Little Colorado Campus	2	3/3/25	Open Until Filled	Offer in Progress
Institutional Research Analyst	District Wide	18	3/26/25	Open Until Filled	In Review
Development Director - NPC Friends and Family	Silver Creek Campus	3	4/2/25	Open Until Filled	Offer in Progress
Technical Support Technician	White Mountain Campus	2	4/23/25	Open Until Filled	In Review
Academic Advisor	White Mountain Campus	2	4/28/25	5/15/25	In Review
Faculty in Allied Health	White Mountain Campus	1	4/30/25	Open Until Filled	In Review
Campus Office Clerk Part Time	Painted Desert Campus	14	4/30/25	Open Until Filled	In Review
EMT Program Clerk	White Mountain Campus	0	5/1/25	Open Until Filled	In Review

EMPLOYEE CENSUS DATA

Turnover Rate for FY24/25		Employee Count	Separated	Turnover Rate
Total Employees as of	7/1/2024	373	27	7.24%
Total Faculty Turnover	FY24/25 to date		10	2.68%
Total Staff Turnover	FY24/25 to date		17	4.56%

Turnover Rate for the Last 12 Months		Employee Count	Separated	Turnover Rate
Totals for May 2024 – May 2025		350	34	9.42%
Total Faculty Turnover			13	2.28%
May 2024 – May 2025				
Total Staff Turnover			25	7.14%
May 2024 – May 2025				

*Turnover Rate Calculated by dividing the number of separated employees during the period by the number of employees at the beginning of the period. This figure reflects contract employees only and excludes temporary employees

CUPA-HR Turnover Report for 2024: "In considering turnover from all types of separations (i.e., voluntary and involuntary), **overall turnover of faculty and staff combined in 2024 was approximately 13.4%.** Overall turnover in 2024 was similar to overall turnover in 2023. Turnover in 2024 was higher than pre-pandemic rates (approximately 12%), but lower than the 16% high of 2022.

TOTAL REWARDS

BENEFITS AND COMPENSATION

Compensation: The Compensation Committee continues working with the Compensation Guidelines. The Committee will make its own report. Human Resources is working on upcoming contracts for fiscal year 25/26.

Benefits: Open enrollment took place and is now closed. We are expecting the benefit enrollment reports indicating employee's selections shortly.



Northland Pioneer College

EXPANDING MINDS • TRANSFORMING LIVESSM

ERP Project **EmpowerED**

May 2025

anthology
ACADEMY



Want to see sneak peaks of our future solutions with Anthology?

Anyone with an NPC domain (@npc.edu email) can register to watch demos and training videos.

Visit <https://www.anthology.com/academy> to register.

ERP PROJECT STATUS (MAY 2025)



Project EmpowerED's overall status is still **YELLOW-GREEN** after our second round of testing in the Student module was launched but then immediately put on hold when required, critical path configuration in Academic Records had not been completed. Two resource restrictions unfortunately converged. **First**, the Anthology team's restricted availability, especially for meetings requested with less than 2-3-weeks' notice, meant less time in April/May for dedicated, guided configuration sessions with the vendor (beyond the 3 additional hours they gave us over a 2-week period). **Second**, despite proactive efforts to minimize disruption to ERP configuration activities, including funding for backfilled positions and stipends for subject matter experts, the internal team was redirected to focus heavily on graduation processing. While graduation is a high-priority institutional event, this shift in focus significantly impacted the team's availability to meet configuration deadlines. As a result, other resources and members of the project team, including the Project Manager, Project Coordinator, and ERP Operations Lead, had to take over configuration activities and responsibilities originally assigned elsewhere to keep the project on track. To further manage capacity, the team also postponed the kickoff of several smaller projects, including Portal, Reporting & Analytics, Faculty Workload Management, and Modern Campus.

OVERALL ERP PROJECT	JAN '25	MAR '25	MAY '25	Status Notes
Budget				Underspending in FY 24-25 Backfill and Consulting Services budget areas, but Anthology-specific expenses align with expected.
Resources				Backfills include additional hours, additional roles, and 'overtime' stipends for NPC FT employees. Even with backfills, teams are not available to dedicate the time needed for configuration.
Scope				Subtracted ANTH Payroll, added ADP Integrations.
Schedule				2 weeks behind on Student testing and issue resolution. Team tried to recover time, but resources were not available.
OVERALL Project EmpowerED				YELLOW-GREEN total status

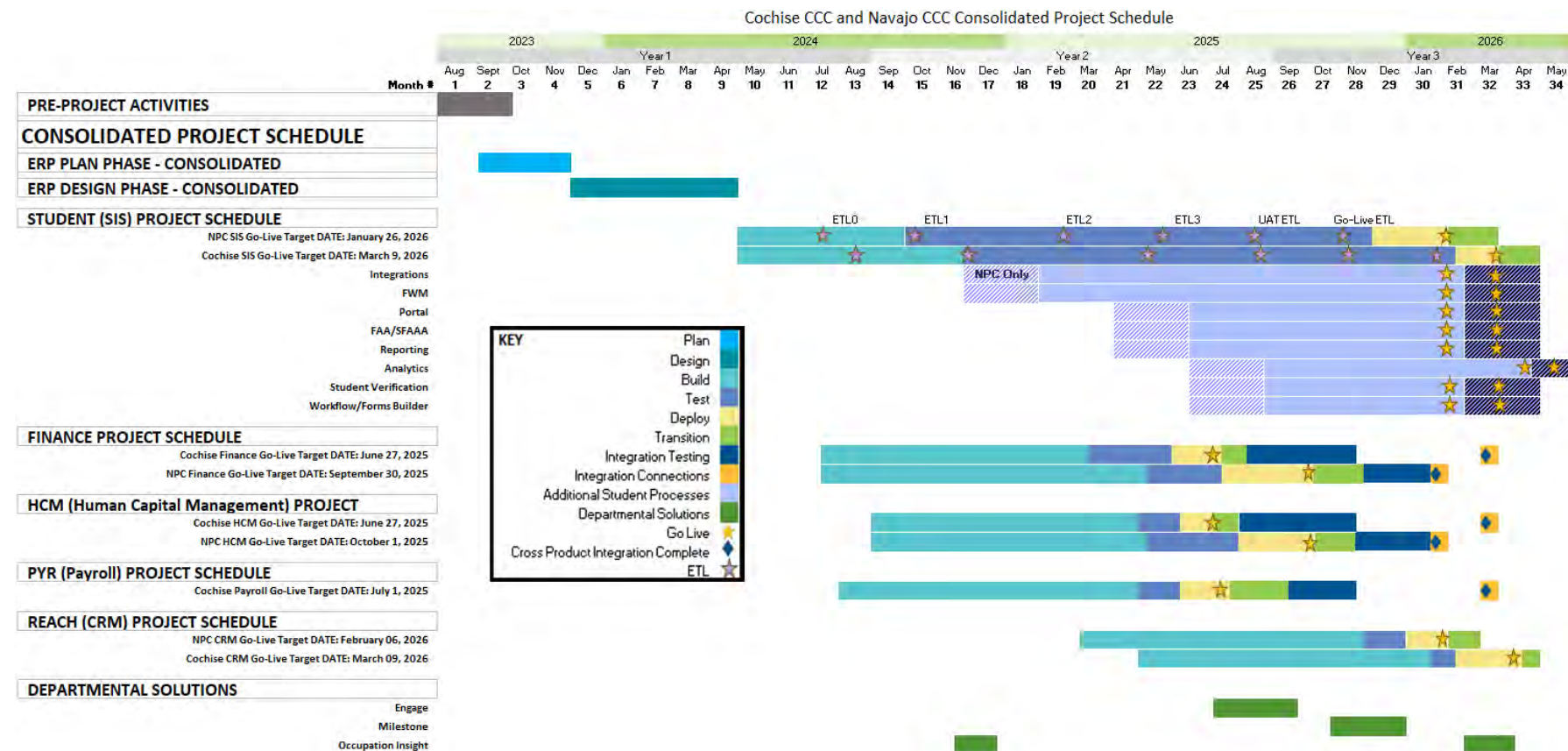
ANTH Module / Functionality	JAN '25	MAR '25	MAY '25	Status Notes
Student				2 weeks behind on testing, pushes 12/19/2025 go-live into 1/2/2026 during blackout dates. Go live now likely February 2025.
Integrations				Discovery sessions' findings: many 3 rd party systems can retire.
Faculty Workload Mgmt (FWM)				Delayed until Student configuration progressed. Final SDR (design document) to be published by ANTH this week.
Student/Faculty Portal				Delayed . Demo completed 2/25, design meetings on hold until Student configuration and ETL02 progresses.
FinAid Automation				Discovery kicked off and completed in April 2025. Final design document expected this week.
Reporting & Analytics				Delayed to allow for more Student configuration & testing.
Workflow / Forms Builder				Not set to start until 3 rd round of Student testing (July 2025).
Finance				Last BUILD phase work cycle completed April 21 st . Next: TEST.
HCM (Human Capital Mgmt)				BUILD phase wraps this week. Next: TEST.
Payroll				Payroll live and fully transitioned with ADP. Now focus is on integrating ADP Payroll with ANTH Finance, HR, FWM.
Reach				REACH Work Cycle 1 (of 8) completed this week. Significant, multi-departmental effort.
Departmental Solutions				Occupation Insight live (Dec-24). Student Verification, Engage, Milestone to be scheduled.
OVERALL ANTH Modules				YELLOW-GREEN total status

Still, the project team maintains momentum everywhere possible. The overall Anthology project status across all modules is **YELLOW-GREEN**, yet the health & status of our Finance & HR modules are now resolved to **GREEN**. The Anthology Student's new likely go-live date in February 2026 puts the schedule 45+ days beyond the original timeline; however, based on multiple other projects and lessons learned, this January-February go-live timeline for the Student module is actually Anthology's best practice for cutover activities for financial aid disbursements, student accounting, registration and reporting.

Before NPC's next DGB meeting, our second round of testing in the Student module should be completed and we'll still be on track for the new, mutually-agreed Student go-live date between NPC & Cochise (and Anthology). We can restore the project's status health back to green as long as no new major interruptions occur, including drastic changes in scope between integrations and new tools. This is the time to maintain steady state throughout the college to ensure this project – which promises the greatest change to NPC's operations in many decades – maintains course without further operational disruptions.



CURRENT PROJECT EMPOWERED (ERP) SCHEDULE OVERVIEW



Federal & State Legislative Update

Proposed Changes Will Impact Our Students:

The White House released their proposed FY26 “skinny budget” on May 2 which highlights the Administration’s priorities to Congressional leaders. {Slide 1} Keep in mind that this is only a proposal, at this point. NPC could face major cuts in Federal Work Study, Adult Education and programs like TRIO and GEAR UP. Our FIPSE Grant’s funding could be eliminated. Then we turn to Pell grant eligibility. {Slide 2} ACCT is seeking clarification on this proposal, because the language is unclear in the bill. Full-time eligibility goes from 24 to 30 credits annually. How Summer Pell figures into that is unclear. Part-time status goes from 6 to 7.5 credits per semester. *Notice that P-T uses semester versus annual language for full-time – and how many half-credit courses are available for degree-seeking students? This probably means a P-T student would need to take 3 classes, or 9 credits to get Pell.*

The really scary point is that institutions would be liable for any defaulted student loans. Fortunately, NPC does not offer student loans, so we may escape that one. ACCT is opposing the Student Success and Taxpayers Savings Act due to the changes in Pell eligibility and the risk-sharing provision.

{Slide 3} Make America Skilled Again (MASA) expands the Registered Apprenticeship program, with the goal of surpassing 1 million new active apprentices. Now if we just had the industries to offer these apprenticeships locally to our students.

{Slide 4} If I understood correctly, the Advanced Technological Education (ATE) program funded the Institute of Educational Services which maintains the IPEDS data system used by most community colleges to track student success. That role may move over to the Department of Commerce – but its future looks dim.

ACCT Leadership Congress:

{Slide 5} This year’s Leadership Congress, “Reimagining Community College: Innovation for a Changing World,” will be in New Orleans, October 22-25. Registration is now open. The Board must approve your travel and attendance. Please let Dr. Bughio know if you are interested in attending, so that we can get this on the June agenda.

Arizona ACCT All-Trustees Meeting:

Trustees from Arizona's 10 community college districts met in Phoenix, April 23 & 24. Jee Hang Lee, President and CEO, ACCT, shared an update on key issues in Washington (Reminder, this will prior to the release of the "skinny budget" proposal). Other presentations included Carlos Contreras, Director, Office of Economic Opportunity (construction and Automated Industrial Technology apprenticeships available); Sandra Lascher, Director, Student Success Center (who promised to visit NPC soon!); Roger Kohler, Director, AI Solutions and Architecture, AI Acceleration, Arizona State University (AI policies will be obsolete before they can be enacted!); and Nick Ponder, AzACCT and AC4 lobbyist with High Ground, provided a legislative update. (The revenue "surplus" isn't as large as earlier projected. Equalization appears to be safe, but rural funding might get cut.)



Navajo County Community College District Governing Board, 2025 Chair

Presidential Budget Request

Every year, the President, working through the Office of Budget and Management (OMB) and the various agency heads, drafts a budget request that it sends to Congressional Appropriators. The Budget request highlights the Administration's priorities and gives a window to how they view the role of the federal government. While Congress does not need to follow the budget request (and oftentimes ignores it), when The President and the majorities in Congress are of the same party, Appropriators try to accommodate some of the President's requests.

Proposed Changes in "Skinny Budget"

- 22.6% cut in Non-Defense Discretionary spending
- Proposes the elimination of all TRIO and GEAR UP funding
- 80% cut to Federal Work Study
- Proposes the elimination of the Supplemental Education Opportunity Grants (SEOG)
- Proposes elimination of Adult Education funding
- Proposes elimination of Fund for the Improvement of Postsecondary Education (FIPSE), which funds grants such as Basic Needs Grants and Postsecondary Student Success Grants
- Proposes elimination of Title III-A – Strengthening Institutions Program
- Proposes elimination of Child Care Access Means Parents in School (CCAMPIS)
- (Pending confirmation) Possibly eliminates the Strengthening Community College Training Grants

Reconciliation

Reconciliation is a budgetary mechanism for items that involve direct/mandatory spending or taxation.

A precursor to reconciliation is a budget resolution passed by both chambers.

Reconciliation is not subject to a Senate filibuster. Therefore, simple majorities in both the House and Senate can move a reconciliation bill to the president's desk.

Current Status

- Republicans in the House Education and Workforce Committee were tasked with finding \$330 billion in savings. Their proposed reconciliation plan would:
 - Change Pell full-time eligibility from 12 to 15 credit hours {Actual wording: 30 credits annually}
 - Require part-time students to be at least half-time (6 credits) to be Pell eligible
 - Introduce risk-sharing, making institutions reimburse the federal government for unpaid student loans.
 - Eliminate subsidized federal student loans.
 - Eliminate gainful employment requirements and prohibit future regulation
 - Two positive inclusions: Workforce Pell and Funding to shore up the Pell Grant program

Next Steps

- Student Success and Taxpayers Savings Act passed out of committee on party line vote without amendments.
- Next it will go the House Budget Committee who will assemble it with other committees' reconciliation proposals before full House vote on the floor.
- If passed, the Senate would then be tasked with marking up and passing the reconciliation legislation.
- ACCT opposes the House's Education and Workforce reconciliation bill. Visit the [Action Center](#) to learn more.

Executive Orders

Executive orders are presidential documents that govern how the executive branch internally operates and is administered.

Recently, executive orders have been leveraged to carry out policies and programs.

While executive orders have the force of law, they are subject to judicial review to determine whether the executive order is overstepping into Congress' power of legislating and if it is constitutional.

[Running List and Primer Available Here](#)

Executive Order: *Preparing Americans for High-Paying Skilled Trade Jobs of the Future*

- In the same series of executive orders, President Donald Trump also signed [*Preparing Americans for High-Paying Skilled Trade Jobs of the Future*](#)
- This executive order:
 - Directs the Secretaries of Labor, Education, and Commerce to review all federal workforce development programs within 90 days and provide a report to the White House, which then becomes the Comprehensive Worker Investment and Development Strategy.
 - Aims to expand the Registered Apprenticeship (RAs) program and asks the Secretaries to submit a plan to reach and surpass 1 million new active apprentices.
 - Asks the Secretaries to improve transparency and reporting of outcomes for Registered Apprenticeships.
- For a deep dive on this order, visit [ACCT NOW](#).

The National Science Foundation Terminates Grants

- The National Science Foundation (NSF) has recently terminated grants that the Foundation deemed inconsistent with NSF's priorities.
- In the announcement of NSF's new priorities, NSF stated that these cancelled awards feature diversity, equity, and inclusion (DEI) and promote misinformation/disinformation.
- Note: NSF funds the Advanced Technological Education (ATE) program which has supported community colleges for over 30 years.

2025 ACCT Leadership Congress

Join us at the Marriott, New Orleans **October 22nd – 25th** for ACCT's Leadership Congress

Registration is open!

If your institution wishes to present at ACCT's Leadership Congress, the deadline to submit proposals for presentations is Friday, May 23rd.



Navajo County Community College District Governing Board Meeting Minutes

April 15 – 10:00a.m.

Painted Desert Campus, Tiponi Community Center Board Room
2251 East Navajo Boulevard, Holbrook, AZ 86025

Governing Board Member Present: Chair. Everett Robinson, Ms. Kristine Laughter; Mr. Frank Lucero (remote at 10:05am); Ms. Rosie Sekayumptewa

Governing Board Member Absent: Mr. Derrick Leslie

Others Present: President Von Lawson; VPLSS Michael Solomonson; CIO Michael Jacob; Betsy Wilson; Judy Yip-Reyes; VPAS Maderia Ellison; AVPHR Christine Schafer; Thomas Gilmer; Katie Matott; Justin White; Russell Kupfer; Allison Landy; Andi DeBellis; Becca Hunt; Norvita Charleston; Pat Lopez; Eleanor Hempsey; Jennifer Brimhall; Muriel Metcalf; Tonya Thacker; Gracelyn Lewis; Susan Hoffman; Farah Bughio; Amanda Sutter; Melody Niesen; Celia Iguado; Michael Broyles; David Borofsky; Stacy Rollins; Wei Ma; Tori Tessay; Tabitha Stickel; Talaina Fisher; Erin Pugh; Wei Ma; Paul Hempsey; Jeremy Raisor; Lia Keenan; Natalie Kee; Rickey Jackson; Luciana Frank

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Robinson called the meeting to order at 10:01 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Chair Robinson asked if there was a motion to adopt the agenda. Ms. Sekayumptewa made a motion to adopt the amended agenda. Ms. Laughter seconded the motion.

The motion carried upon a roll-call vote with Mr. Lucero, Ms. Sekayumptewa, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.

Agenda Item 3: Faculty Emeritus Award – Dr. Susan Hoffman

Dean Melody Niesen presented Dr. Susan Hoffman with the Faculty Emeritus Award.

Agenda Item 4: Administrator Emeritus Award – Dr. Judy Yip-Reyes

President Von Lawson presented Dr. Judy Yip-Reyes with the Administrator Emeritus Award.

Agenda Item 5: Call for Public Comment

None.

Agenda Item 6: Discussion Items

6.A.1. Financial Position

VPAS Ellison expanded on the report provided in the packet.

No questions.

6.A.2. NPC Student Government Association (SGA)

SGA Vice President, Gracelyn Lewis, gave the Board an update.

No questions.

6.A.3. NPC Faculty Association

Faculty Association President, Andi DeBellis, gave the Board an update.

No questions.

6.A.4. Classified and Administrative Staff Organization (CASO)

Melissa Willis gave the Board an update

No questions.

6.A.5. Compensation Committee

Rickey Jackson gave the Board an update.

No questions.

6.A.6. Northland Pioneer College (NPC) Friends and Family

Betsy Wilson, Director of NPC Friends and Family gave an update on scholarships and NPC Friends and Family.

No questions.

6.A.7. Human Resources

AVPHR Christine Schaefer elaborated on a report provided in the packet.

No questions.

6.A.8. Construction Report

Director Justin White gave the Board an update on construction projects.

No questions.

6.A.9. Enterprise Resource Planning (ERP) Implementation Update

Project Coordinator, Thomas Gilmer gave the Board an update.

No questions.

6.A.10. Arizona Association of Community College Trustees (AACCT)

Chair Robinson gave the Board an update.

No questions.

Agenda Item 7: FTSE Reports

Registrar Paul Hempsey presented the FTSE reports to the Board.

No questions.

Agenda Item 8: Invitation to Commencement

The Commencement Committee invited the Board to Commencement.

No questions.

Agenda Item 9: 2025 – 26 Introductory Budget Analysis

VPAS Maderia Ellison elaborated on documents provided in the packet.

No questions.

Agenda Item 10: President's Report.

President Von Lawson presented his update to the Board.

Ms. Sekayumptewa said that Dr. Lawson was very well received and welcomed at the Hopi Center. She said he was the first NPC President to visit Hopi. She said the Tribe would like to keep their students locally and thanked everyone for their efforts to help do so.

Ms. Laughter thanked Dr. Lawson for his time at Kayenta and emphasized the importance of education in the community and thanked NPC for their presence.

Agenda Item 11: Consent Agenda

- A. **March 18, 2025 Board Meeting Minutes** (Farah Bughio)
- B. **Board Policies 1402 through 1470**

Ms. Sekayumptewa made a motion to approve all items on the consent agenda. Ms. Laughter seconded the motion. The motion carried upon a roll-call vote with Mr. Lucero, Ms. Sekayumptewa, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.

Agenda Item 12: For Discussion and Possible Action

12.A. Old Business

12.B. New Business

12.B.1. Request to Approve Purchase of Affordable Care Act (ACA)

AVPHR Schaefer requested the Board approve the purchase of ACA.

Ms. Laughter asked how long the subscription was good for. Ms. Schaefer responded it was annual.

*Ms. Laughter made a motion to approve the ACA for \$14,119.80. Ms. Sekayumptewa seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Ms. Sekayumptewa, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.***

12.B.2. Request to Approve the Purchase of ADP API Subscription and Services.

CIO Michael Jacob requested that the Board approve the purchase of ADP API subscription and services.

Chair Robinson asked if NPC was paying for additional support. CIO Jacob responded yes.

*Ms. Sekayumptewa made a motion to approve ADP API subscription and services for \$9,000 a year. Ms. Laughter seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Ms. Sekayumptewa, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.***

12.B.3 Request to Approve the 2027 – 2028 Academic Calendar

Dean Wei Ma requested that the Board approve the 2027-2028 Academic Calendar.

Ms. Sekayumptewa asked if a magnet calendar would be available. Dean Ma responded no.

Chair Robinson stated that the Show Low district approved their two-year calendar which NPC may want to consider.

*Ms. Sekayumptewa made a motion to approve the 2027 – 2028 Academic Calendar. Ms. Laughter seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Ms. Sekayumptewa, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.***

12.B.4. Request to Approve Proposal for WMC Goldwater Addition Communication System

Director White requested the Board approve a proposal for the WMC Goldwater Addition Communication System.

*Ms. Laughter made a motion to approve a Proposal for WMC Goldwater Addition Communication System for \$63,161. Ms. Sekayumptewa seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Ms. Sekayumptewa, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.***

12.B.5 Request to Approve Job Contract for Multi-Campus Fire Panel Repair and Replacement Project

Director White requested the Board approve a Job Contract for Multi-Campus Fire Panel Repair and Replacement Project.

Chair Robinson asked if this included White Mountain Campus. Director White responded yes.

Chair Robinson asked if the main panel was being moved. Director White responded that each building will have its own panel.

Ms. Sekayumptewa asked if all buildings were wired. Director White said that modular buildings were not wired and elaborated.

*Ms. Laughter made a motion to approve a Job Contract for Multi-Campus Fire Panel Repair and Replacement Project for \$598,865. Ms. Sekayumptewa seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Ms. Sekayumptewa, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.***

12.B.6. Request to Approve Job Order Contract for PDC Nizhoni Fire Panel Replacement

Director White requested that the Board approve a job order contract for PDC Nizhoni fire panel replacement.

*Ms. Laughter made a motion to approve a Job Contract for PDC Nizhoni Fire Panel Replacement Project for \$73,898. Ms. Sekayumptewa seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Ms. Sekayumptewa, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.***

12.B.7. Request to Approve 2026 – 2028 Preliminary Capital Budget

VPAS Ellison requested the Board approve the 2026 – 2028 preliminary capital budget.

Ms. Laughter requested that this notice and all future notices be posted in the Navajo-Hopi Observer. Ms. Ellison clarified the deadline and guidelines will have to be considered for each publication used. Ms. Laughter requested an update.

Chair Robinson elaborated on the publications NPC uses which meet requirements and added that Navajo newspaper had similar dimensions.

*Ms. Sekayumptewa made a motion to approve the 2027 – 2028 Preliminary Capital Budget. Ms. Laughter seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Ms. Sekayumptewa, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.***

12.B.8. Request to Approve 2025 – 2026 Preliminary Budget

Navajo County Community College District Governing Board Meeting – 04/15/2025 – Page 5 of 6

VPAS Ellison requested that the Board approve the 2025 – 2026 preliminary budget.

Ms. Laughter asked if the budget took in account staffing at the Kayenta Center. VPAS Ellison replied that one position was included but not until the building was completed would other positions be included.

*Ms. Sekayumptewa made a motion to approve the 2025 – 2026 Preliminary Budget. Ms. Laughter seconded the motion. **The motion carried upon a roll-call vote with Mr. Lucero, Ms. Sekayumptewa, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.***

Agenda Item 13: DGB Agenda Items and Informational Needs for Future Meetings.

Ms. Sekayumptewa let the group know there would not be Kachina Dances this summer. Chair Robinson requested an update on the house construction project in Holbrook.

Agenda Item 14: Board Report/Summary of Current and Upcoming Events

Chair Robinson announced upcoming events. Ms. Sekayumptewa let the group know there would not be Kachina Dances this summer.

Agenda Item 15: Announcement of Next Regular Meeting

June 17, 2025

Agenda Item 16: Adjournment

*The meeting was adjourned at 12:07 p.m. upon a motion by Ms. Laughter and a second by Ms. Sekayumptewa. **The motion carried upon a roll-call vote with Ms. Sekayumptewa, Mr. Lucero, Ms. Laughter and Chair Robinson voting in favor. There were no votes against.***

Respectfully submitted,



Farah Bughio
Recording Secretary to the Board

Request to Approve Annual Microsoft Volume Licensing for 2025-26

Recommendation:

Staff recommends approval to purchase Microsoft 365 A5 subscription licenses, additional security features, and Microsoft server related licenses from Hyetech for \$140,654.26.

Procurement Process and Budget Information:

The Hyetech AZ State Procurement Contract 22-02PV-08 is utilized to ensure better value at a cost savings for the college. This purchased will be made by funds budgeted in Fiscal Year 2025/ 2026 by the Technology Advancement and Support (TAS) division.

Summary:

The college currently uses Microsoft 365 A3 subscription licenses to provide staff, faculty, and student access to the Microsoft Office suite, Microsoft Outlook email, and other Microsoft products. Switching to Microsoft 365 A5 licensing not only allows us to continue to use the Microsoft products and services that we have come to rely on but provides us access to additional security services and products that will help us better secure the college infrastructure and keep our students and staff safe.

Terms of this plan start 08/31/2025 and end 08/30/2026. The cost includes licensing costs of \$129,718.95, all applicable taxes of \$10,935.31, for a total price of \$140,654.26.





HyeTech Network & Security Solutions, LLC.
10235 S. 51st Street #120 Phoenix,
AZ 85044

Products

Quotation

Date: May 07, 2025

Quotation #: 1102-118-B

Customer ID: 1102

Prepared by: Orion Igleheart

Valid until: June 07, 2025

Project Detail: MS Licensig 2025 - A5

Contract: 1GPA Contract 22-02PV-08

Bill To:
Northland Pioneer
Kenneth Coggin
1001 W Deuce of Clubs
Show Low, Arizona 85901

Ship To:
Northland Pioneer
Kenneth Coggin
1001 W Deuce of Clubs
Show Low, Arizona 85901

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
CFQ7TTC0LHPJ:0019	Microsoft 365 A5 (Education Faculty Pricing) (NCE EDU ANN)	12	\$129.60	\$127.01	600	\$76,206.00
CFQ7TTC0J1KP:0007	Microsoft 365 A5 for Students use benefit (Education Student Pricing) (NCE EDU ANN)	12	\$0.00	\$0.00	24000	\$0.00
DG7GMGF0PWHD:0001_EDU	Windows Server 2025 Datacenter - 16 Core (NCE EDU BAS PER 1TM)	0	\$1,692.00	\$1,658.16	24	\$39,795.84
CFQ7TTC0HD32:0012	Visio Plan 2 (Education Faculty Pricing) (NCE EDU ANN)	12	\$26.40	\$25.87	30	\$776.10
DG7GMGF0M7XW:0002_EDU	SQL Server 2022 Standard Core - 2 Core License Pack (NCE EDU BAS PER 1TM)	0	\$986.00	\$966.28	7	\$6,763.96
HT-MSFT-T1	HyeTech Microsoft Services Support	0	\$6,177.05	\$6,177.05	1	\$6,177.05
Subtotal:						\$129,718.95
Quote Summary						Amount
Products						\$129,718.95
Subtotal:						\$129,718.95
Estimated Tax:						\$10,935.31
Total:						\$140,654.26

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. If 1102-118-B you have any questions concerning this quotation please contact sales@hyetechnetworks.com 1/1



Quotation

Invoicing & Payment Unless otherwise stated in an SOW, exhibit, or definitive agreement, HyeTech shall invoice Customer on a project basis. Customer shall pay HyeTech within thirty (30) calendar days from the date of invoice for any of the Services and expenses provided or incurred hereunder. HyeTech may charge Customer interest and late fees on any overdue and unpaid portion of the Fees in an amount equal to one and one half percent (1.5%) per month. All payments shall be made in U.S. dollars. In the event Customer disputes any Fees, Customer shall pay any undisputed portion of the invoice containing the disputed Fees. Suspension In the event of non-payment of any Fees or other fees payable within forty-five (45) days from the date of invoice, HT may, in addition to any other rights and remedies it may have, suspend Customer's access to the Products and Services.

Request to Approve Cisco Security Enterprise Agreement for 2025 - 30

Recommendation:

Staff recommends approval to purchase a five-year term for Cisco Security Enterprise Agreement (EA) software, from Hyetech for **\$647,822.85**.

Procurement Process and Budget Information:

The Hyetech AZ State Procurement Contract 22-02PV-08 is utilized to ensure competitive pricing for the college. This purchased will be made by funds budgeted in Fiscal Year 2025/ 2026 by the Technology Advancement and Support (TAS) division.

Summary:

The Cisco Security EA provides comprehensive security coverage, including advanced threat detection, endpoint protection, cloud security controls, and centralized policy management. This software is essential for safeguarding the College's digital assets, supporting hybrid learning and administrative functions, and enabling responsive IT operations

The first 12-month term of the agreement will be paid in the Fiscal Year 2025-2026 using currently available budgeted funds. The remaining four annual payments of \$129,564.57 will be budgeted in each subsequent fiscal year to ensure continued licensing and support.

The cost breakdown for this software is \$591,997.50 the hardware and related connectivity components. All applicable taxes of \$55,585.35, for a total price of \$647,822.85.



Northland Pioneer College

Post Office Box 610 • Holbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • www.npc.edu



HyeTech Network & Security Solutions,
LLC.

10235 S. 51st Street #120
Phoenix, AZ 85044

Bill To:
Northland Pioneer
Kenneth Coggin
1001 W Deuce of Clubs
Building A
Show Low, AZ 85901

Ship To:

Quotation

Date: May 09, 2025
Quotation #: 1102-107
Customer ID: 1102
Prepared by: Orion Igleheart
Quotation valid until: June 08, 2025
Project Detail: Security EA - 5 Year
Contract: 1GPA Contract 22-02PV-08



Security EA - 5 Year:

Show Low, 85901

Part	Description	Term	List Price	Unit Price	Qty	Ex
EA3-M	Cisco EA 3.0 BUNDLE	60	\$0.00	\$0.00	1	
E3-SEC-SFW	Security EA 3.0 Cisco Secure Firewall	60	\$0.00	\$0.00	1	
E3S-SFW-FPR3110-TM	Security EA 3.0 FPR3110 ThreatDefense Threat and Malware Lic	60	\$55,080.00	\$22,582.80	6	\$135,
E3S-SFW-FPR1010-TM	Security EA 3.0 FPR1010 Threat Defense Threat, Malware Lic	60	\$2,028.55	\$831.70	2	\$1,
SVS-E3S-SFW-B	Basic Software Support for Cisco Secure Firewall	60	\$0.00	\$0.00	1	
E3-SEC-ADDONS	Security EA 3.0 Security Add-On Products	60	\$0.00	\$0.00	1	
E3S-AC-APEX	SECURITY EA 3.0 ANYCONNECT APEX LICENSE	60	\$19.25	\$9.45	600	\$5,
SVS-E3S-ADDONS-B	BASIC SOFTWARE SUPPORT FOR SECURITY ADD-ONS	60	\$0.00	\$0.00	1	
E3-SEC-ES-ADV	Cisco Secure Email Advantage	60	\$0.00	\$0.00	1	
E3S-ES-ADV-CES	SECURITY EA 3.0 CISCO SECURE EMAIL CLOUD ADVANTAGE	60	\$160.65	\$65.85	1900	\$125,
SVS-E3-EMAIL-B	Basic Software Support for Secure Email	60	\$0.00	\$0.00	1	
E3-SEC-ISE	Security EA 3.0 Identity Service Engine	60	\$0.00	\$0.00	1	
E3S-ISE-ADV	SECURITY EA 3.0 ISE ADVANTAGE SUBSCRIPTION	60	\$55.20	\$27.05	100	\$2,
E3S-ISE-ESS	SECURITY EA 3.0 ISE ESSENTIALS SUBSCRIPTION	60	\$8.35	\$4.10	2500	\$10,
SVS-E3S-ISE-B	Basic Software Support for ISE	60	\$0.00	\$0.00	1	
E3-SEC-UMB-EDU	Security EA 3.0 Umbrella DNS Essentials	60	\$0.00	\$0.00	1	
E3S-UMB-EDU	Security EA 3.0 Umbrella Cloud Security for Education	60	\$193.80	\$94.95	600	\$56,
E3-UMBEDU-SVS1	Cisco Services Portfolio: Umbrella EDU T1	60	\$0.00	\$0.00	1	
E3-CX-UEDU-T1SSA	SVCS Portfolio T1 Umbrella EDU SW Solution Support - CD	60	\$11,628.00	\$8,837.30	1	\$8,
E3-CX-EAMSC	SVCS PORTFOLIO EA MANAGEMENT SERVICE CISCO	60	\$0.00	\$0.00	1	
E3-SEC-EP-ESS	SECURITY EA 3.0 CISCO SECURE ENDPOINT ESSENTIALS	60	\$0.00	\$0.00	1	
E3S-EP-ESS	Security EA 3.0 AMP Endpoints Essentials	60	\$199.60	\$73.85	1500	\$110,

Northland Pioneer
Kenneth Coggin
1001 W Deuce of Clubs
Building A
May 20, 2025



Quotation

Security EA - 5 Year:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
SVS-E3S-SECEP-B	BASIC SOFTWARE SUPPORT FOR SECURE ENDPOINT	60	\$0.00	\$0.00	1	\$0.00
E3-SEC-XDR-A	Cisco EA 3.0 XDR Advantage	60	\$0.00	\$0.00	1	\$0.00
E3S-XDR-ADV	Security EA 3.0 Cisco XDR Advantage	60	\$701.80	\$217.55	500	\$108,775.00
E3-CX-XDRA-T2SC1	SVCS Portfolio T2 XDR Adv SW Enhanced Service	60	\$0.00	\$0.00	1	\$0.00
E3-SEC-DUO-EAD-F	Cisco EA 3.0 - Duo Advantage Education Faculty	60	\$0.00	\$0.00	1	\$0.00
E3S-DUO-EDU-ADV-F	Security EA3.0-Duo Advantage for Education Faculty	60	\$90.00	\$46.80	500	\$25,740.00
SVS-E3S-DUO-B	Basic Software Support for Duo	60	\$0.00	\$0.00	1	\$0.00
					Subtotal:	\$591,997.50

Payment Terms:

Note: This Cisco Security EA may be purchased with 5 yearly payments according to the schedule below:

- Security EA Year 1 Payment Total: \$129,564.57
- Security EA Year 2 Payment Total: \$129,564.57
- Security EA Year 3 Payment Total: \$129,564.57
- Security EA Year 4 Payment Total: \$129,564.57
- Security EA Year 5 Payment Total: \$129,564.57

* Total 5 Year Security EA Cost: \$647,822.85

Quote Summary	Amount
Security EA - 5 Year:	\$591,997.50
Subtotal:	\$591,997.50
Estimated Tax:	\$55,825.35



	Total:	\$647,822.85
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Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

If you have any questions concerning this quotation please contact sales@hyetechnetworks.com

Quotation

Terms & Conditions:

Invoicing & Payment

Unless otherwise stated in an SOW, exhibit, or definitive agreement, Hye Tech shall invoice Customer on a project basis. Customer shall pay Hye Tech within thirty (30) calendar days from the date of invoice for any of the Services and expenses provided or incurred hereunder. Hye Tech may charge Customer interest and late fees on any overdue and unpaid portion of the Fees in an amount equal to one and one half percent (1.5%) per month. All payments shall be made in U.S. dollars. In the event Customer disputes any Fees, Customer shall pay any undisputed portion of the invoice containing the disputed Fees.

Suspension

In the event of non-payment of any Fees or other fees payable within forty-five (45) days from the date of invoice, HT may, in addition to any other rights and remedies it may have, suspend Customer's access to the Products and Services.

Request to Purchase Broadband Technician Training Equipment

Recommendation:

Staff recommends the purchase of broadband technician training equipment from Klein Educational Systems, Inc. in the amount of \$173,688.71.

Procurement Process and Budget Information:

In November, the District Governing Board approved the acceptance of state grant funding from the Arizona Office of Economic Opportunity. This funding was awarded to NPC to purchase training equipment for broadband technicians. Equipment has been identified by Klein Educational Systems as a sole source provider of the training systems that aligns with existing equipment used by our Industrial Technology Trades program.

Summary:

As the broadband infrastructure is built out across northeastern Arizona, there is a need for a trained workforce to help install fiber optic lines to residential and commercial buildings. The funding received through this grant will allow the college to train broadband technicians through a quick-turnaround training program. This training will prepare technicians to install highspeed internet lines for end users.

Broadband technician training will take place at three levels of expertise. This includes an Introduction to Telecommunications student certification, an Introduction to Network Cabling in Fiber Optics student certification, and an advanced Fiber Optics Splicing student certification. Each of these three training modules is expected to take approximately one month to complete.

Quotation for:
Northland Pioneer College
Frank Pinnell
Holbrook, AZ 86025-0610Date Quoted : 05/01/2025
Quote Expires : 07/01/2025
Sales Rep : Erik Gonzales**Updated Quotation for C-Tech Equipment**

Item & Description	Qty	Unit Cost	Total Cost
T4-CTF-20 Introduction To Telecommunications Certification Curriculum V4.0 for 20 students 1 T4-E100 Telecommunications 4.0 System Trainer Board 1 T4-E200 Telecommunications 4.0 Instructor Workstation, includes TAB 10 T4-E200 Telecommunications 4.0 Classroom Package, includes TABS 1 T4-E110 Telecommunications 4.0 Instructor Classroom Supplies 20 Safety Glasses	1	18,560.00	18,560.00
T4-S100-1 Telecom Student Certification Curriculum Kits version 4.0 with manual (Individual)	20	159.00	3,180.00
T4-S120-1 Telecom 4.0 Certification Curriculum Test Kits	30	52.00	1,560.00
T-T100 Introduction to Telecommunications Instructor Training (manual sold separately)1 Day	1	600.00	600.00
T-M104 Telecom Instructor Manual version 4.0 with Media Drive	1	360.00	360.00
F4-CTF-20 Introduction to Network Cabling - Fiber Optic Certification Curriculum 4.0 for 20 students 1 F-E100 Fiber Instructor Termination Workstation 10 F-E200 Fiber Student Termination Workstation 1 F4-E110 Fiber Instructor Package - includes 1 F-E133 for 5 student workstations 1 F-E133 Student Battery Kit 1 F4-S300 Fiber Classroom Package 1 F-E150 Fiber Systems Trainer	1	37,448.00	37,448.00

Item & Description	Qty	Unit Cost	Total Cost
F4-S100-1 Fiber Student Certification Curriculum Kit version 4.0 with manual (Individual)	20	327.00	6,540.00
F4-S120-1 Fiber Certification Curriculum Test Kit version 4.0 - same as F4-S100 without student manual (Individual)	30	270.00	8,100.00
F-T101 Fiber Instructor Training (Manual sold separately)	1	1,200.00	1,200.00
F-M104 Fiber Instructor Manual version 4.0 with Media Drive	1	360.00	360.00
FS-CTF-20 Fiber Splicing Certification Curriculum for 20 students 2 FS-E150 - Fiber Fusion Splice Trainer 2 FS-E100 - Instructor Tool + Quantum Fusion Splicer 10 FS-E200 Student Work Stations	1	60,740.00	60,740.00
FS-S100-1 Fiber Slicing Student Certification Curriculum Kit with manual (Individual)	20	334.00	6,680.00
FS-S120-1 Fiber Slicing Student Certification Curriculum Kit without manual (individual)	30	227.00	6,810.00
FS-T101 Fiber Splicing Instructor Training (Manual sold separately)	1	301.00	301.00
FS-M101 Fiber Splicing Instructor Manual w/Media Drive	1	360.00	360.00
Sub Total			152,799.00
Arizona State Sales Tax (9.1%)			13,904.71
Estimated Freight			6,985.00
Delivered Total			\$173,688.71

Klein Educational Systems, Inc.
 Email Purchase Orders to orders@kleineducational.com
 2851 Spafford Street Davis, CA 95618 Toll Free: 800-698-3249
 Prices Valid for 60 Days Terms Net 30 Days Estimated Delivery TBD

Request to Purchase Surgical Technician Training Equipment

Recommendation:

Staff recommends the purchase of surgical technician training equipment from Surgical Science in the amount of \$216,442.50.

Procurement Process and Budget Information:

The training equipment needed for the surgical technology program was selected with specific functionality in mind and in alignment with training standards from the Association of Surgical Technologists (AST). Several vendors were contacted and Surgical Science was the only vendor meeting all of our requirements. Therefore, they were identified as a sole source provider of the virtual reality laparoscopic and arthroscopic surgical systems that meet our needs. Funding for this purchase is included in this year's budget as part of the approved capital equipment list.

Summary:

The Surgical Technology program at NPC has grown significantly in the past 3 years. We increased over time from 3 students in the 2021-2022 school year to 27 students in the 2023-24 school year. This represents an 800% increase in student enrollment in the program. Students seeking certification as surgical technicians work closely with local and regional industry partners to perform clinical training hours in live operating rooms. As the program continues to grow and as we seek programmatic accreditation with AST, it is important that we provide students with the training equipment needed to prepare them for work in their chosen health care field and in alignment with accreditation standards.



Pricing Menu

Price

Platforms

<input checked="" type="radio"/> ARTHRO Mentor II – base system with shoulder anatomy. Comes pre-loaded with:	\$63,000.00
<ul style="list-style-type: none">• MentorLearn Offline Simulation Management System• Shoulder model in 2 positions: lateral decubitus and beach chair• FAST Module (Fundamentals of Arthroscopic Surgery Training)• Suggested FAST curriculum for Fundamentals of Arthroscopic Surgery Training and based on the FAST program.	

The price includes 1 Year Service, On-site setup, Installation, and Training.

Add-On Modules

<input checked="" type="checkbox"/> Advanced Knee Module: Basic Skills, Diagnostic Tasks, Therapeutic Procedures (Includes Knee Anatomy).	\$15,750.00
<input checked="" type="checkbox"/> Complete Shoulder Arthroscopy Module: Basic Skills, Diagnostic Tasks, Therapeutic Procedures.	\$10,500.00

Shipping

Shipping & Handling:	\$2,500.00
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Extended Service Contract

Discount ¹	13.00%
Total	\$79,822.50

This offer is confidential and is meant for the customer and its staff only. The offer and any part thereof may not be shared or disclosed by any means to any third party, including, but not limited to, a competitor of Surgical Science.

* Please refer to quotation, under separated cover, for MentorLearn Cloud. This will include descriptions, Software License Agreement, General Terms and Conditions, Cloud prices and special packages.



Pricing Menu

Price

Platforms

<input checked="" type="checkbox"/> LapSim ST station virtual reality laparoscopic training system includes:	\$40,500.00
---	-------------

Basic Skills Software

Includes a Library of pre-designed, ready-to-use courses with exercises to practice - Camera Navigation, Surgical Anatomy and Instrumentation. Customizable to fit your training needs. You have the option to choose at your own pace any number (1 - 10) of the available modules tailored to your budget. Refer to pricing below.

Hardware

- 5 Port Positions for instruments or camera
- 2 Instrument Handles
- 1 Camera - with 0 - 30- 60 degree angles, zoom, rotate, realistic handle with light cord
- 27" HD Touch Screen Monitor
- Adjustable Height Table with lockable casters for easy mobility
(W 33" x D 35.5" x H 71" / 144 lbs)
- Surgical Science floor mat

The price includes: On-site setup, calibration, installation, training & and shipping

<input checked="" type="checkbox"/> LapSim ST <u>Express</u> virtual reality laparoscopic training system includes:	\$34,650.00
--	-------------

Software:

HASP LICENSE for Basic Skills - Camera Driving, Abdominal & Gynecology Anatomical Landmarks, Instrumentation

Hardware:

Gaming Laptop, Camera, 2 Grasper Instruments, 3 SimBalls, Foot Pedal, Keyboard, Fixed Stand for 2 joysticks, Flexible stand for 1 joystick, 3 USB Cables, HDMI cable for external screen all inside a Pelican Case with foam padding and a Surgical Science floor mat.

The price includes: On-site setup, Calibration, Installation & Training & Shipping.

Software Module Add-Ons

Available Modules Include: Cholecystectomy, Appendectomy, Inguinal Hernia, Gynecology, Hysterectomy, VATS, Bariatrics, Nephrectomy, Suturing & Anastomosis, Colorectal.

<input checked="" type="checkbox"/> Six LapSim ST Modules	\$55,650.00
---	-------------

Extended Service Contract

Request to Approve Kayenta Construction Manager at Risk (CMAR) Contract

Recommendation:

Staff recommends approval of a contract with CORE Construction in the amount of \$63,156. On August 20, 2024, the District Governing Board accepted CORE Construction as the CMAR for the Kayenta Project. At that time NPC could not enter into a contract since it did not have the Kayenta Lease approved by Navajo Nation.

Procurement Process and Budget Information:

The design fees will be covered by the \$8,895,684 grant.

Summary:

The design fees are stated in the AIA document for the Kayenta Center. Preconstruction services for design, development, and construction documents amounted to a lump sum of \$58,156. Reimbursable Allowances amount is \$5,000, which brings the total to \$63,156, found on page 54 of the attached document. This proposal was held off until we got confirmation of approval of the lease application, which has now been received.

Kayenta Center
CMAR Design Fees

Preconstruction Services	\$	58,156
Reimbursable Allowances	\$	<u>5,000</u>
Total	\$	63,156

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Twenty-First day of January in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

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

Navajo County Community College District dba Northland Pioneer College
2251 E. Navajo Blvd.
Holbrook, AZ 86025
P: 928-524-7311

and the Construction Manager:
(Name, legal status, address, and other information)

CORE Construction, Inc.
3036 E. Greenway Road
Phoenix, AZ 85032
P: 602-494-0800

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

Kayenta Center
Kayenta, AZ
Located ¼ mile North of Highway Junction 160/163 on Highway 163 behind the Kayenta Township Office and next to the Kayenta Library, Kayenta, AZ 86033,

The Architect:
(Name, legal status, address, and other information)

SPS+ Architects, LLP
8681 E Via De Comercio
Scottsdale, AZ 85258
P: 480-991-0800

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

May 20, 2025

Navajo County Community College District Governing Board

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2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

RFQn AS #24-02

§ 1.1.2

(Paragraphs deleted)

Intentionally deleted.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

The construction budget is anticipated to be \$8,895,000.

§ 1.1.4

(Paragraphs deleted)

Intentionally deleted.

§ 1.1.5

(Paragraphs deleted)

Intentionally deleted.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective, or other Sustainable Projects Exhibit as mutually agreed to. If E234-2019 or other mutually agreed to Sustainable Projects Exhibit is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project Information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

None.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

Justin White
1001 w Deuce of Clubs
Show Low, AZ 85901
Phone: 928-532-6173
Email: justin.white@npc.edu

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

§ 1.1.10

(Paragraphs deleted)

Intentionally deleted.

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

Rob Bass
8681 East Via de Negocio
Scottsdale, AZ 85258
Phone: 602-290-4698
Email: rob.b@spsplusarchitects.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

Todd Steffen, President, or designee

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CORE Construction, Inc.
13835 N Northsight Blvd, Suite 100
Scottsdale, AZ 85260
P: 602-494-0800

§ 1.1.13

(Paragraphs deleted)

Intentionally deleted.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

As per CMAR's SOQ Response to RFQu AS #24-02, dated 07/18/24.

§ 1.1.15 Other Initial Information on which this Agreement is based:

None.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change, and in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, RFQu AS #24-02 (General Terms and Conditions), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.1.1 Order of Precedence

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) the drawings, specifications, and addenda issued prior to the execution of this Agreement; (d) information furnished by the Owner pursuant to Article 4 of the Agreement or Article 2 of the General Conditions of the Contract; (e) the RFQu; (f) other documents listed in this Agreement. Among all the Contract Documents, the term or provision that is most specific or includes the latest date shall control. If any provision of this Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provision of this Agreement governs, unless the other provision specifically refers to the provision it supersedes and replaces in this Agreement.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner,

Init.

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User Notes:

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information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

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

§ 3.1.3.3 If applicable, the Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.3.4 During the Preconstruction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

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§ 3.1.4 Project Schedule

When Project requirements have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. Construction Manager shall coordinate and integrate the Project schedule with the services and activities of Owner, Construction Manager, Architect, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Project schedule to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Project schedule updates indicate that milestone dates contained in prior Project schedules will not be met, Construction Manager shall notify and make recommendations to Owner in writing. Construction Manager shall make recommendations to Owner and Architect regarding the phased issuance of the drawings and specifications.

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 This paragraph has been intentionally deleted.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

(Paragraphs deleted)

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 The Construction Manager shall provide a subcontracting plan, if requested in writing by the Owner prior to the Guaranteed Maximum Price Amendment, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. Construction Manager shall ensure that all its Project bidding, including selection of subcontractors, complies with the Navajo Preference in Employment Act, 15 N.N.C. § 601 et seq. ("NPEA"), and the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 et seq. ("NBOA"). This requirement applies even if Owner does not require a written subcontracting plan. Construction Manager shall ensure that any of its subcontractors and sub-subcontractors shall comply with NPEA and NBOA in performing any Work under this Contract.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

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§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. Upon Owner's written request and Construction Manager's receipt of the fully executed Contract, the Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction and Owner shall compensate pay Construction Manager within 30 days of receipt of Construction Manager's invoice. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity and employment preference programs, and other programs as may be required by applicable indigenous, governmental, and quasi-governmental authorities.

The Preconstruction Services provided under Article 3.1 of this Agreement are intended to be "design phase services" as defined in A.R.S. § 42-5075 (M) which are not subject to any transaction privilege tax. This Agreement is a written agreement for the design phase services set forth in Article 3.1. As further referenced below, Construction Phase Services will only commence after the execution of a separate AIA A133-2019 Exhibit A to this Agreement. The Construction Manager will not charge the Owner tax on Preconstruction Services. However, if it is later determined by the relevant taxing authorities that tax applies to such services, at the Construction Manager's written request, the Owner shall reimburse the Construction Manager for any such taxes and related fees and charges. The Construction Manager will charge the Owner for tax on the Construction Phase Services.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document:

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

As per the attached Exhibit C – Preconstruction Services Fee Proposal, 5 pages, dated 09/09/24.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

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- 4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- 5 A date by which the Owner must accept the Guaranteed Maximum Price.
- 6 The date of Final Completion upon which the proposed Guaranteed Maximum Price is based, which date shall be not more than 30 days after the date of Substantial Completion.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; provided, however, that the contingency shall only cover costs that have not been identified as a trade specific scope on the GMP setting documents and may require further clarification or coordination. These costs may include scope gap, coordination issues between trades, and missed scope during the subcontractor bidding process. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect. The Construction Manager shall provide Owner a monthly accounting of amounts paid from the contingency, including (upon the request of Owner) supporting documents reasonably requested by Owner in connection with each monthly accounting. All unspent contingency shall be credited against the Final Payment.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Drawings and Specifications to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

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

§ 3.2.10 The Construction Manager shall diligently prosecute and achieve Substantial and Final Completion of the entire Work.

§ 3.2.11 If the Owner does not accept the Construction Manager's Guaranteed Maximum Price proposal, this Agreement shall terminate pursuant to Article 13, upon written notice to the Construction Manager of the Owner's election to terminate this Agreement. Upon such termination, any and all paid for deliverables provided the Owner under this Agreement, including (without limitation) the preliminary estimates of the Cost of Work, shall be the sole property of the Owner and may be used by the Owner for the Project, at Owner's sole risk.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the Date of Commencement of the Work shall mean the date of commencement of the Construction Phase.

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§ 3.3.1.2 The Construction Phase shall commence fifteen (15) days from Construction Manager's receipt of the latter of the following:

1. Fully executed Agreement including the GMP Amendment.
2. Issuance of Site Permit, Building Permit, and any other permits required to commence the Work.
3. Owner's Notice To Proceed with Construction.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct regularly scheduled meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017. The Construction Schedule shall be based upon the commencement and Substantial Completion dates contained in the Construction Manager's GMP proposal and shall minimize impact on the Owner's operations.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish, without representation or warranty, the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 4.1.4.1 The Owner shall furnish, without representation or warranty, tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish, without representation or warranty, surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required per the Contract.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Lump Sum Preconstruction Services Fee in the amount of Fifty-Eight Thousand, One Hundred Fifty-Six, plus Reimbursable Allowances for Site Investigation, Private Location, and/or Potholing in the amount of Five Thousand Dollars (\$5,000) for a total combined fee of Sixty-Three Thousand, One Hundred Fifty-Six Dollars (\$63,156).

ADDITIONAL PRECONSTRUCTION SERVICES COMPENSATION FOR POSSIBLE EXPANSION OF SCOPE:
Construction Manager understands that a scenario may develop where the Owner has the desire to complete a future phase

which includes a flexible industrial lab space and welding shop. If the Owner applies additional funds to the stated project budget to expand Construction Manager's scope of work, Construction Manager's shall be compensated for Preconstruction Services as follows: a stipulated sum equal to 0.75% of the Guaranteed Maximum Price (GMP) for the expanded scope; to be billed at time that a GMP Amendment for this portion of work is established.

§ 5.1.2

(Paragraphs deleted)

This paragraph has been intentionally deleted.

(Table deleted)

§ 5.1.2.1 This paragraph has been intentionally deleted.

§ 5.1.3 This paragraph has been intentionally deleted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

Eight (8.0%) per annum.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

A stipulated sum equal to Six percent (6%) of the Guaranteed Maximum Price (GMP)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Six percent (6%) Profit

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Ten percent (10%) Overhead; Five percent (5%) Profit.

§ 6.1.5 Rental rates for Construction Manager-owned equipment, if any, shall not exceed One Hundred percent (100. %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Construction Manager understands that if the Date of Substantial Completion of the Work established within the GMP Amendment, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Substantial Completion is not attained, the Construction Manager shall pay the Owner Five Hundred and No/100 Dollars (\$500.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. If Construction Manager fails to perform the Work in accordance with and within the time specified in this Contract, Owner will incur some degree of damages. The Parties expressly acknowledge and agree that it would be difficult or impossible to determine with absolute precision the amount of damages that would be incurred by Owner as a result of Construction Manager's failure to perform the Work in accordance with and within the time specified in this

Contract. The Parties accordingly agree, having taken into account all factors that they deem appropriate, including all of the respective rights and obligations under this Contract, that liquidated damages are the Parties' reasonable estimate of fair compensation for the losses that are reasonably anticipated to be incurred by Owner from Construction Manager's failure to timely perform in accordance with the Contract, and do not constitute a penalty. The damages described herein shall be in addition to, and not in lieu of, any other rights, claims or remedies Owner may have against Construction Manager. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 6.1.6.1 Actual Damages. In the event the provisions for the payment of liquidated damages in this Contract are held to be unenforceable as a matter of law, Construction Manager agrees to pay to Owner all actual damages suffered by Owner due to the circumstances giving rise to the liability to pay liquidated damages (had they been enforceable). Any such actual damages shall be subject to the waiver of consequential damages in Section 15.1.7 of the General Conditions of Contract.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Should the final audited Contract Sum be less than the Guaranteed Maximum Price, then the difference between the Contract Sum and the Guaranteed Maximum Price shall be considered as savings to the Owner, and Owner shall have no obligation to pay same to the Construction Manager. Construction Manager shall also consider as savings to the Owner all unused funds from any Contingency account. The Construction Manager shall not participate in any savings; all savings shall be credited to Owner.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work not caused by any negligent act or omission of the Construction Manager subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work directly for the Work and stationed at a location other than the site, but only for that portion of time required for the Work,

(Paragraphs deleted)

with the Owner's prior approval.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and Owner-approved storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

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

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§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment, and supplies.

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

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

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§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, with Owner's prior approval.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below, unless agreed to prior by the Owner or unless the Owner has provided prior approval:

- 1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- 2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- 3 Expenses of the Construction Manager's principal office and offices other than the site office;
- 4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- 5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- 6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- 7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

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- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.
- .10 All items included in the Construction Manager's Fee above.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials and equipment connected with the Work and which conform to the Contract Documents, which discounts, rebates, and refunds shall accrue to the benefit of the Owner. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 The Construction Manager shall obtain bids for all portions of the Work that comply with applicable law (including of the State, Federal, Navajo Nation and Kayenta Township), public Procurement statutes, regulations and rules. For those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall incorporate by reference the terms and conditions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

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

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ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents in accordance with the A.R.S. § 41-2577.

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 21st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee except that the Construction Manager's Fee and General Conditions costs shall be shown as single separate line items.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may reasonably require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

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

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- 1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- 2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

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- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld on a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%).

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Construction Manager's Fee, General Conditions costs, Bonds & Insurance costs.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

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

§ 11.1.8.3

(Paragraphs deleted)

Intentionally deleted.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

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§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than Ten percent (10%). The Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager, except retainage, shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment. Retainage shall be released no later than 60 days after issuance of the Architect's final certificate for payment unless the Owner has issued a specific written finding justifying the delay.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated,

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taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Eight percent (8%) per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply. The Construction Manager shall comply with all statutory requirements, including but not limited to A.R.S. §§ 12-821 and 12-821.01 and applicable procurement statutes, regulations, and rules.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Article 15 of AIA Document A201-2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services together with Reimbursable Expenses then due, and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services together with Reimbursable Expenses then due, and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner, or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract the costs and damages incurred by the Owner under Article 14 of AIA Document A201-2017.

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§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

(Paragraphs deleted)

The Owner reserves the right terminate the Contract, in whole or in part at any time, when in the best interests of Owner without penalty or recourse. Upon receipt of written notice, the Construction Manager shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Owner. In the event of termination under this paragraph, all documents, data and reports prepared by the Construction Manager under the Contract shall then become the property of and be delivered to the Owner. The Construction Manager shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 As per the attached Exhibit B.1 – Construction Manager's Provided Insurance.

§ 14.3.1.2 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1. The Construction Manager shall cause insurers providing the policies required by this Section 14, except commercial crime insurance, to waive all rights of recovery against the Owner and its agents, officials, and employees. All insurance policies required by this Section 14 shall be obtained from a financially sound insurance company rated not less than B+ (Very Good) XII by A.M. Best Company and be authorized to do business in the state where the Project is located.

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§ 14.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The Construction Manager shall also cause all required insurance policies to be endorsed to include the Kayenta Township, Navajo Nation and United States, and their agents, representatives, officers, directors, officials and employees. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies or insurance carried by the Kayenta Township, Navajo Nation or their agents, officials or employees and shall apply to both ongoing and completed operations.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibits B & B.1, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4

(Paragraphs deleted)

Intentionally deleted.

§ 14.5 Other provisions:

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

§ 14.5.2 Construction Manager certifies that it does not currently use and agrees for the duration of the Agreement to not use, any forced labor, or goods and services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors, or suppliers that use such forced labor, or goods or services produced by such forced labor.

§ 14.5.3 The Owner may terminate the contract if the Owner determines the Construction Manager has been disbarred, suspended, or otherwise lawfully prohibited from participating in any Public Procurement activity, including but not limited to, being disapproved as a subcontractor of any Public Procurement unit or other governmental body. Owner may also terminate the Contract, in whole or in part, if the Owner determines that any person or vendor has offered, conferred, or agreed to confer any personal gift, benefit, or gratuity on any employee of Owner who supervised or participated in the planning, recommending, selecting, or contracting of the Contract. Termination under this Section shall be for cause.

§ 14.5.4 Construction Manager shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Construction Manager's employees, its subcontractors, and all other persons performing portions of the Work for, or on behalf of, the Construction Manager for this Contract.

§ 14.5.5 Construction Manager agrees it is not currently engaged in and agrees that for the duration of the Agreement it will not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35- 393.

§ 14.5.6 Construction Manager shall comply with all provisions against discrimination contained in Arizona Executive Order No. 2009-09 and 2000-4, the terms of which are incorporated herein by reference, and all other applicable laws.

(including Federal, State, Navajo Nation and Kayenta Township), rules, regulations, and ordinances, including the Americans with Disabilities Act.

§ 14.5.7 Invalidation of any portion of this Agreement under the laws of the State of Arizona or of the United States shall not affect the validity of the remainder of this Agreement.

§ 14.5.8 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by the Construction Manager of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions, or agreements hereof to be performed by the Construction Manager shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 14.5.9 The Construction Manager understands the Project is subject to local, Navajo Nation and federal laws. The Construction Manager and its employees and agents, and any of its contractors and subcontractors, and their agents and employees, shall abide by all laws, regulations, and ordinances of the Kayenta Township and the Navajo Nation, and all applicable laws, regulations, and ordinances of the United States, now in force and effect or as may be hereafter in force and effect.

§ 14.5.10 Owner and Construction Manager agree to make all purchases of materials, equipment, goods, services and transportation from Navajo-owned businesses, whenever such business is economically feasible, as required by Navajo law, and will require any contractors and subcontractors to agree to the same. Owner and Construction Manager shall give preference in employment and contracting to qualified Navajo individuals and certified contractors in compliance with the Navajo Preference in Employment Act, 15 N.N.C. § 601 et seq. ("NPEA"), and the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 et seq. ("NBOA"). The terms and provisions of the NPEA and NBOA are specifically incorporated in and a part of the Owner's Lease and violation of such laws shall be deemed a breach of the Lease, as well as a breach of this Agreement.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

- .6 Other Exhibits, if any, listed below:

Exhibit B 1, Construction Manager's Insurance Requirements

(Paragraphs deleted)

Exhibit C - CMAR's Preconstruction Services Fee Proposal, 5 pages, dated 09/09/24

(Table deleted)

- .7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

RFQu AS #24-02

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

OWNER (Signature)

(Printed name and title)

DocuSigned by:

Shamayne Rustebakke

CONSTRUCTION MANAGER (Signature)

Shamayne Rustebakke, Assistant Secretary / Director
of Contracts

(Printed name and title)

Init.

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User Notes:

May 20, 2025

Navajo County Community College District Governing Board

(1801484633)
Packet Page 87

Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:25:58 ET on 12/17/2024.

PAGE 1

AGREEMENT made as of the Twenty-First day of January in the year Two Thousand Twenty-Five

...

Navajo County Community College District dba Northland Pioneer College
2251 E. Navajo Blvd.
Holbrook, AZ 86025
P: 928-524-7311

...

CORE Construction, Inc
3036 E. Greenway Road
Phoenix, AZ 85032
P: 602-494-0800

...

Kayenta Center
Kayenta, AZ
Located ¼ mile North of Highway Junction 160/163 on Highway 163 behind the Kayenta Township Office and next to the Kayenta Library, Kayenta, AZ 86033.

...

SPS+ Architects, LLP
8681 E Via De Negocio
Scottsdale, AZ 85258
P: 480-991-0800

PAGE 2

RFQ# AS #24-02

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Intentionally deleted.

...

The construction budget is anticipated to be \$8,895,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

~~1 — Design phase milestone dates, if any:~~

~~2 — Construction commencement date:~~

~~3 — Substantial Completion date or dates:~~

~~4 — Other milestone dates:~~

Intentionally deleted.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast track scheduling or phased construction.)

Intentionally deleted.

PAGE 3

None.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. ~~If E234-2019 is incorporated into this agreement, Objective, or other Sustainable Projects Exhibit as mutually agreed to. If E234-2019 or other mutually agreed to Sustainable Projects Exhibit is incorporated into this Agreement, the~~ Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:Information:

...

None.

...

Justin White
1001 w Deuce of Clubs
Show Low, AZ 85901
Phone: 928-532-6173
Email: justin.white@npc.edu

...

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

~~1 — Geotechnical Engineer:~~

2 — Civil Engineer:

3 — Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Intentionally deleted.

...

Rob Bass
8681 East Via de Negocio
Scottsdale, AZ 85258
Phone: 602-290-4698
Email: rob.b@spsplusarchitects.com

...

Todd Steffen, President, or designee
CORE Construction, Inc.
13835 N Northsight Blvd, Suite 100
Scottsdale, AZ 85260
P: 602-494-0800

§ 1.1.13 ~~The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:~~

(List any Owner specific requirements to be included in the staffing plan.)

Intentionally deleted.

PAGE 4

As per CMAR's SOQ Response to RFQ# AS #24-02, dated 07/18/24.

...

None.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially ~~change and~~ change, and in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

...

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, RFQ# AS #24-02 (General Terms and Conditions), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.1.1 Order of Precedence

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) the drawings, specifications, and addenda issued prior to the execution of this Agreement; (d) information furnished by the Owner pursuant to Article 4 of the Agreement or Article 2 of the General Conditions of the Contract; (e) the RFQ; (f) other documents listed in this Agreement. Among all the Contract Documents, the term or provision that is most specific or includes the latest date shall control. If any provision of this Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provision of this Agreement governs, unless the other provision specifically refers to the provision it supersedes and replaces in this Agreement.

PAGE 5

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability, availability of materials and labor; time requirements for procurement, installation and construction; construction, which shall satisfy Owner's time requirements; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. ~~The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.~~

§ 3.1.3.3 ~~The~~ If applicable, the Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.3.4 During the Preconstruction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

PAGE 6

~~When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.~~ Construction Manager shall coordinate and integrate the Project schedule with the services and activities of Owner, Construction Manager, Architect, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Project schedule to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements

and estimated date of Substantial Completion of the Project. If Project schedule updates indicate that milestone dates contained in prior Project schedules will not be met, Construction Manager shall notify and make recommendations to Owner in writing. Construction Manager shall make recommendations to Owner and Architect regarding the phased issuance of the drawings and specifications.

...

The Construction Manager, ~~in consultation with the Architect, Manager~~ shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

...

~~§ 3.1.6.3 If the Architect is providing cost-estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates. This paragraph has been intentionally deleted.~~

...

~~§ 3.1.8~~ The Construction Manager shall provide recommendations ~~and information~~ to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

~~§ 3.1.9~~ The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

~~§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

~~§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the The~~ Construction Manager shall provide a subcontracting plan, ~~addressing the Owner's requirements, if requested in writing by the Owner prior to the Guaranteed Maximum Price Amendment, for the Owner's review and approval.~~

~~§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. Construction Manager shall ensure that all its Project bidding, including selection of subcontractors, complies with the Navajo Preference in Employment Act, 15 N.N.C. § 601 et seq. ("NPEA"), and the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 et seq. ("NBOA"). This requirement applies even if Owner does not require a written subcontracting plan. Construction Manager shall ensure that any of its subcontractors and sub-subcontractors shall comply with NPEA and NBOA in performing any Work under this Contract.~~

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The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. ~~The Upon Owner's written request and Construction Manager's receipt of the fully executed Contract, the Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction—construction and~~ Owner shall compensate pay Construction Manager within 30 days of receipt of Construction Manager's invoice. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment

opportunity and employment preference programs, and other programs as may be required by governmental and quasi-governmental authorities applicable indigenous, governmental, and quasi-governmental authorities.

The Preconstruction Services provided under Article 3.1 of this Agreement are intended to be "design phase services" as defined in A.R.S. § 42-5075 (M) which are not subject to any transaction privilege tax. This Agreement is a written agreement for the design phase services set forth in Article 3.1. As further referenced below, Construction Phase Services will only commence after the execution of a separate AIA A133-2019 Exhibit A to this Agreement. The Construction Manager will not charge the Owner tax on Preconstruction Services. However, if it is later determined by the relevant taxing authorities that tax applies to such services, at the Construction Manager's written request, the Owner shall reimburse the Construction Manager for any such taxes and related fees and charges. The Construction Manager will charge the Owner for tax on the Construction Phase Services.

...

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this documentdocument:

...

As per the attached Exhibit C – Preconstruction Services Fee Proposal, 5 pages, dated 09/09/24.
PAGE 8

.6 The date of Final Completion upon which the proposed Guaranteed Maximum Price is based, which date shall be not more than 30 days after the date of Substantial Completion.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order-Order; provided, however, that the contingency shall only cover costs that have not been identified as a trade specific scope on the GMP setting documents and may require further clarification or coordination. These costs may include scope gap, coordination issues between trades, and missed scope during the subcontractor bidding process. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect. The Construction Manager shall provide Owner a monthly accounting of amounts paid from the contingency, including (upon the request of Owner) supporting documents reasonably requested by Owner in connection with each monthly accounting. All unspent contingency shall be credited against the Final Payment.

...

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents the Architect to provide the revisions to the Drawings and Specifications that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents Drawings and Specifications to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents Drawings and Specifications.

...

§ 3.2.10 The Construction Manager shall diligently prosecute and achieve Substantial and Final Completion of the entire Work.

§ 3.2.11 If the Owner does not accept the Construction Manager's Guaranteed Maximum Price proposal, this Agreement shall terminate pursuant to Article 13, upon written notice to the Construction Manager of the Owner's election to terminate this Agreement. Upon such termination, any and all paid for deliverables provided the Owner under this Agreement, including (without limitation) the preliminary estimates of the Cost of Work, shall be the sole property of the Owner and may be used by the Owner for the Project, at Owner's sole risk.

...

~~§ 3.3.1.1~~ For purposes of Section 8.1.2 of A201–2017, the ~~date of commencement~~ Date of Commencement of the Work shall mean the date of commencement of the Construction Phase.

~~§ 3.3.1.2~~ The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment fifteen (15) days from Construction Manager's receipt of the latter of the following:

1. Fully executed Agreement including the GMP Amendment.
2. Issuance of Site Permit, Building Permit, and any other permits required to commence the Work.
3. Owner's Notice To Proceed with Construction.

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~~§ 3.3.2.1~~ The Construction Manager shall schedule and conduct regularly scheduled meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

~~§ 3.3.2.2~~ Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017. The Construction Schedule shall be based upon the commencement and Substantial Completion dates contained in the Construction Manager's GMP proposal and shall minimize impact on the Owner's operations.

...

~~§ 4.1.2~~ Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

...

~~§ 4.1.4~~ **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish ~~furnish, without representation or warranty,~~ the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

~~§ 4.1.4.1~~ The Owner shall furnish ~~furnish, without representation or warranty,~~ tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

~~§ 4.1.4.2~~ The Owner shall furnish ~~furnish, without representation or warranty,~~ surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

PAGE 10

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™, 2019, Sustainable Projects Exhibit, Construction Manager-as-Constructor Edition, attached to this Agreement per the Contract.

...

Lump Sum Preconstruction Services Fee in the amount of Fifty-Eight Thousand, One Hundred Fifty-Six, plus Reimbursable Allowances for Site Investigation, Private Location, and/or Potholing in the amount of Five Thousand Dollars (\$5,000) for a total combined fee of Sixty-Three Thousand, One Hundred Fifty-Six Dollars (\$63,156).

ADDITIONAL PRECONSTRUCTION SERVICES COMPENSATION FOR POSSIBLE EXPANSION OF SCOPE: Construction Manager understands that a scenario may develop where the Owner has the desire to complete a future phase which includes a flexible industrial lab space and welding shop. If the Owner applies additional funds to the stated project budget to expand Construction Manager's scope of work, Construction Manager's shall be compensated for Preconstruction Services as follows: a stipulated sum equal to 0.75% of the Guaranteed Maximum Price (GMP) for the expanded scope, to be billed at time that a GMP Amendment for this portion of work is established.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

This paragraph has been intentionally deleted.

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification. This paragraph has been intentionally deleted.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted. This paragraph has been intentionally deleted.

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§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

% Eight (8.0%) per annum

...

A stipulated sum equal to Six percent (6%) of the Guaranteed Maximum Price (GMP)

...

Six percent (6%) Profit

...

Ten percent (10%) Overhead; Five percent (5%) Profit.

§ 6.1.5 Rental rates for Construction Manager-owned equipment, if any, shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

...

The Construction Manager understands that if the Date of Substantial Completion of the Work established within the GMP Amendment, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Substantial Completion is not attained, the Construction Manager shall pay the Owner Five Hundred and No/100 Dollars (\$500.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. If Construction Manager fails to perform the Work in accordance with and within the time specified in this Contract, Owner will incur some degree of damages. The Parties expressly acknowledge and agree that it would be difficult or impossible to determine with absolute precision the amount of damages that would be incurred by Owner as a result of Construction Manager's failure to perform the Work in accordance with and within the time specified in this Contract. The Parties accordingly agree, having taken into account all factors that they deem appropriate, including all of the respective rights and obligations under this Contract, that liquidated damages are the Parties' reasonable estimate of fair compensation for the losses that are reasonably anticipated to be incurred by Owner from Construction Manager's failure to timely perform in accordance with the Contract, and do not constitute a penalty. The damages described herein shall be in addition to, and not in lieu of, any other rights, claims or remedies Owner may have against Construction Manager. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 6.1.6.1 Actual Damages. In the event the provisions for the payment of liquidated damages in this Contract are held to be unenforceable as a matter of law, Construction Manager agrees to pay to Owner all actual damages suffered by Owner due to the circumstances giving rise to the liability to pay liquidated damages (had they been enforceable). Any such actual damages shall be subject to the waiver of consequential damages in Section 15.1.7 of the General Conditions of Contract.

PAGE 12

Should the final audited Contract Sum be less than the Guaranteed Maximum Price, then the difference between the Contract Sum and the Guaranteed Maximum Price shall be considered as savings to the Owner, and Owner shall have no obligation to pay same to the Construction Manager. Construction Manager shall also consider as savings to the Owner all unused funds from any Contingency account. The Construction Manager shall not participate in any savings; all savings shall be credited to Owner.

...

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work not caused by any negligent act of omission of the Construction Manager subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

PAGE 13

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work directly for the Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed-upon percentage of time to be devoted to the Work.)

with the Owner's prior approval.

...

§ 7.4.1 Costs, including transportation and Owner-approved storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

PAGE 14

§ 7.5.4 Costs of the Construction Manager's site office, including general office ~~equipment-equipment~~ and supplies.

PAGE 15

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work-Work, with Owner's prior approval.

...

§ 7.9.1 The Cost of the Work shall not include the items listed below:below, unless agreed to prior by the Owner or unless the Owner has provided prior approval.

PAGE 16

.9 Costs for services incurred during the Preconstruction Phase.

.10 All items included in the Construction Manager's Fee above.

...

§ 8.1 ~~Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager.~~ Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials and equipment connected with the Work and which conform to the Contract Documents, which discounts, rebates, and refunds shall accrue to the benefit of the Owner. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

...

§ 9.1 ~~Those~~ The Construction Manager shall obtain bids for all portions of the Work that comply with applicable law (including of the State, Federal, Navajo Nation and Kaventa Township), public Procurement statutes, regulations and rules. For those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

...

§ 9.2 Subcontracts or other agreements shall ~~conform to the applicable payment provisions of this Agreement,~~ incorporate by reference the terms and conditions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

PAGE 17

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. Documents in accordance with the A.R.S. § 41-2577.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 21st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee-Fee except that the Construction Manager's Fee and General Conditions costs shall be shown as single separate line items.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may reasonably require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld on a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

...

Ten percent (10%).

...

Construction Manager's Fee, General Conditions costs, Bonds & Insurance costs.

...

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

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Intentionally deleted.

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§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to ~~Subcontractors, and the percentage of retainage held on Subcontracts, and the Subcontractors.~~ Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than Ten percent (10%). The Construction Manager shall execute subcontracts in accordance with those agreements.

...

§ 11.2.3 The Owner's final payment to the Construction Manager ~~Manager, except retainage,~~ shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~

Payment. Retainage shall be released no later than 60 days after issuance of the Architect's final certificate for payment unless the Owner has issued a specific written finding justifying the delay.

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~~%—Eight percent (8%) per annum~~

...

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply. The Construction Manager shall comply with all statutory requirements, including but not limited to A.R.S. §§ 12-821 and 12-821.01 and applicable procurement statutes, regulations, and rules.

...

☒ Litigation in a court of competent jurisdiction

...

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services together with Reimbursable Expenses then due, and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services together with Reimbursable Expenses then due, and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

...

The Contract may be terminated by the Owner ~~Owner,~~ or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

...

~~4 Subtract the costs and damages incurred, or to be incurred, incurred by the Owner under Article 14 of AIA Document A201–2017.~~

~~§ 14.3.1.7 Additional Insured Obligations.~~ To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

~~§ 14.3.1.8~~ The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Exhibits B & B.1, Insurance and Bonds, and elsewhere in the Contract Documents.

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~~§ 14.4~~ Notice in electronic format, pursuant to Article I of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Intentionally deleted.

...

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

§ 14.5.2 Construction Manager certifies that it does not currently use and agrees for the duration of the Agreement to not use, any forced labor, or goods and services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors, or suppliers that use such forced labor, or goods or services produced by such forced labor.

§ 14.5.3 The Owner may terminate the contract if the Owner determines the Construction Manager has been disbarred, suspended, or otherwise lawfully prohibited from participating in any Public Procurement activity, including but not limited to, being disapproved as a subcontractor of any Public Procurement unit or other governmental body. Owner may also terminate the Contract, in whole or in part, if the Owner determines that any person or vendor has offered, conferred, or agreed to confer any personal gift, benefit, or gratuity on any employee of Owner who supervised or participated in the planning, recommending, selecting, or contracting of the Contract. Termination under this Section shall be for cause.

§ 14.5.4 Construction Manager shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Construction Manager's employees, its subcontractors, and all other persons performing portions of the Work for, or on behalf of, the Construction Manager for this Contract.

§ 14.5.5 Construction Manager agrees it is not currently engaged in and agrees that for the duration of the Agreement it will not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35- 393.

§ 14.5.6 Construction Manager shall comply with all provisions against discrimination contained in Arizona Executive Order No. 2009-09 and 2000-4, the terms of which are incorporated herein by reference, and all other

applicable laws (including Federal, State, Navajo Nation and Kayenta Township), rules, regulations, and ordinances, including the Americans with Disabilities Act.

§ 14.5.7 Invalidation of any portion of this Agreement under the laws of the State of Arizona or of the United States shall not affect the validity of the remainder of this Agreement.

§ 14.5.8 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by the Construction Manager of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions, or agreements hereof to be performed by the Construction Manager shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 14.5.9 The Construction Manager understands the Project is subject to local, Navajo Nation and federal laws. The Construction Manager and its employees and agents, and any of its contractors and subcontractors, and their agents and employees, shall abide by all laws, regulations, and ordinances of the Kayenta Township and the Navajo Nation, and all applicable laws, regulations, and ordinances of the United States, now in force and effect or as may be hereafter in force and effect.

§ 14.5.10 Owner and Construction Manager agree to make all purchases of materials, equipment, goods, services and transportation from Navajo-owned businesses, whenever such business is economically feasible, as required by Navajo law, and will require any contractors and subcontractors to agree to the same. Owner and Construction Manager shall give preference in employment and contracting to qualified Navajo individuals and certified contractors in compliance with the Navajo Preference in Employment Act, 15 N.N.C. § 601 et seq. ("NPEA"), and the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 et seq. ("NBOA"). The terms and provisions of the NPEA and NBOA are specifically incorporated in and a part of the Owner's Lease and violation of such laws shall be deemed a breach of the Lease, as well as a breach of this Agreement.

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5 5 Building Information Modeling Exhibit, if completed;

6 Other Exhibits: Exhibits, if any, listed below:

(Check all boxes that apply.)

Exhibit B.I, Construction Manager's Insurance Requirements

[] AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234 2019 incorporated into this Agreement.)

[] Supplementary and other Conditions of the Contract: Exhibit C - CMAR's Preconstruction Services Fee Proposal, 5 pages, dated 09/09/24

Document	Title	Date	Pages
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RFQ# AS #24-02

...

Shamayne Rustebakke, Assistant Secretary / Director
of Contracts

DRAFT TEMPLATE

DRAFT AIA® Document A133™ – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment No. 1 dated the « » day of « » in the year « », is incorporated into the executed AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated « » (the “Agreement”)

for the following **PROJECT:**
(Name and address or location)

« »
« »

THE OWNER:
(Name, legal status, and address)

« »
« »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

« »
« »

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

(Provide itemized statement below or reference an attachment.)

«See attached Exhibit A.1 – GMP Summary Sheet, Dated _____, _ page »
Notwithstanding the itemization above, there is one overall Guaranteed Maximum Price and the individual line items are not separate price maximums. The Construction Manager shall be permitted to reallocate the individual line items and to provide an updated Schedule of Values to the Owner that reflects any such reallocation at its sole discretion, provided that it does not exceed the Guaranteed Maximum Price.

- § A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.
- § A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.
- § A.1.1.5 Alternates
 - § A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item
See attached Exhibit A.2 – Basis of GMP, dated _____, _ page(s).

- § A.1.1.5.2 Intentionally deleted.
- § A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- § A.2.1 The Date of Commencement of the Work shall be pursuant to Section 3.3.1.2 of the Agreement.
- § A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the Date of Commencement of the Work.
- § A.2.3 Substantial Completion
 - § A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[☐] Not later than ☐ (☐) calendar days from the Date of Commencement of the Work.

- § A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
See attached Exhibit A.4 – Project Baseline Schedule, _____ page(s).	

- § A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

- § A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:
 - § A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

«See attached Exhibit A.3 – Enumeration of Documents, dated _____, _____ page(s).»

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

«See attached Exhibit A.3 – Enumeration of Documents, dated _____, _____ page(s).»

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Intentionally deleted.

§ A.3.1.6 Allowances, Assumptions and Clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

«See attached Exhibit A.2 – Basis of GMP, dated _____, _____ page(s).»

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« »

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

OWNER (Signature)
« »
(Printed name and title)

CONSTRUCTION MANAGER (Signature)
« »
(Printed name and title)



Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twenty First day of January in the year Two Thousand Twenty-Five

(In words, indicate day, month and year.)

for the following **PROJECT**:

(Name and location or address)

Kayenta Center

Kayenta, AZ

Located ¼ mile North of Highway Junction 160/163 on Highway 163 behind the Kayenta Township Office and next to the Kayenta Library, Kayenta, AZ 86033.

THE OWNER:

(Name, legal status, and address)

Navajo County Community College District dba Northland Pioneer College

2251 E. Navajo Blvd

Holbrook, AZ 86025

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

CORE Construction, Inc.

13835 N Northsign Blvd, Suite 100

Scottsdale, AZ 85260

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

Init.

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May 20, 2025

Navajo County Community College District Governing Board

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§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

(Paragraphs deleted)

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses.

(Paragraphs deleted)

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below:

N/A.

(Paragraphs deleted)

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

☐ **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. As per the attached Exhibit B.1 – Construction Manager's Provided Insurance.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance and Property Insurance as per the attached Exhibit B.1 – Construction Manager's Provided Insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

(Paragraphs deleted)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits

(Paragraphs deleted)

as per the attached Exhibit B.1 – Construction Manager's Provided Insurance.

(Paragraphs deleted)

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of the GMP Amount.
Performance Bond	100% of the GMP Amount.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions similar to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

The Construction Manager shall deliver the required bonds to the Owner within ten (10) days of the fully executed GMP Amendment to this Contract.

init.

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Exhibit B.1

CONSTRUCTION MANAGER PROVIDED INSURANCE

Construction Manager shall purchase insurance, as indicated below, with carriers licensed to do business in the state in which the Project is located and rated by AM Best with at least an A- rating and a minimum Financial Size Category of VIII. The insurance coverage shall be maintained during the construction phase period and for a minimum of two years following completion of construction. Claims-made coverage, other than for Professional Liability (E & O), will not be acceptable.

Coverage for General Liability (GL) must include Additional Insured coverage in favor of the Owner, Architect, Kayenta Township, Navajo Nation, and United States, and their agents, representatives, officers, directors, officials and employees for both ongoing and completed operations utilizing the combination of forms CG 20 10 04 13 and CG 20 37 04 13 or their equivalents. GL coverage must be on a primary/non-contributory basis and have a per project aggregate endorsement.

Limits must meet the minimums set forth below, or the policy limit, whichever is greater (Excess coverage may be used to meet the limit requirements):

Worker's Compensation	Statutory in the state in which the project is located
Employer's Liability	\$1,000,000 Ea. Accident, \$1,000,000 Disease \$1,000,000 Policy limit
General Liability	\$5,000,000 per occurrence \$5,000,000 general aggregate \$5,000,000 products/completed operations aggregate
Automobile Liability	\$3,000,000 Combined Single Limit
Professional Liability (E&O Coverage)	\$1,000,000 per claim and in the aggregate

Such insurance shall be evidenced by certificate on an Acord-25 form. Construction Manager shall provide evidence of coverage prior to the start of construction.

Construction Manager shall require any and all subcontractors performing work under this Contract to carry insurance of the types and with limits of liability, as Construction Manager shall deem appropriate and adequate for the Work being performed. Construction Manager shall obtain and make available for inspection by Owner upon written request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

Property Insurance:

Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the Owner, the Construction Manager, Subcontractor and its subcontractors in the Project, and shall include insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Such property insurance shall be maintained until a written notice of Substantial Completion, at which time Owner shall install permanent insurance on the property.

Owner and Construction Manager waive all rights against each other and against all Subcontractors, Sub-subcontractors, Material Suppliers, and the Architect/Engineer, for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such

insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the Construction Manager. The Owner or Construction Manager, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.



3036 East Greenway Rd.
Phoenix, AZ 85032
T 602.494.0800

Russell Kupfer
Director of Financial Services
Business Office
Northland Pioneer College | Painted Desert Campus
2251 E. Navajo Blvd.
Holbrook, AZ 86025

September 9, 2024

Via email: Russell.Kupfer@npc.edu

Re: Pre-Construction Services Proposal | AS #24-02 - Kayenta Center CMAR

Mr. Kupfer,

The CORE team is truly appreciative of this opportunity to serve Northland Pioneer College. We are honored by the trust you have placed in our team, and we are fully committed to successfully delivering a new Kayenta Center project that will serve NPC students, faculty, and local Navajo and Apache County community for decades to come!

PROJECT DEFINING ELEMENTS

This proposal is based upon the following project-defining elements:

The project scope includes the new construction of a roughly 13,000-square-foot building for the College's Kayenta Center. The building's program will include classrooms, labs, a library, and a new parking lot and site improvements with a potential future phase expanding to flexible industrial lab space and welding shop. The overall project budget will be \$8,895,000.

The project site is located near the Kayenta Health Service hospital in Kayenta Township, south of US-160, on the east side of the hospital road, just south of the new road that runs east from the hospital road.

1. Preconstruction Phase Schedule assumptions:
- a) CMAR Board Approval

8/20/24
- b) CMAR Pre-Construction Services Proposal Submitted

9/9/24
- c) Kick-Off/ Page Turn Meeting with SPS+

TBD September
- d) Schematic Design (SD) documents sent to CORE

10/1/24
- e) SD Cost Estimating and Design Feedback

10/1/23-10/29/23
- f) Design Development (DD) documents sent to CORE

12/1/24
- g) DD Cost Estimating and Design Feedback

12/2/23-1/7/24
- h) 95% CD GMP Package delivered to CORE

2/15/24
- i) GMP Development

2/15/24 – 4/1/24
- j) Board Approval of the GMP and Notice to Proceed

4/15/24

DESIGN PHASE SERVICES UP TO GMP APPROVAL

CORE'S PRECONSTRUCTION PHASE SERVICES SCOPE

CORE scope of services begins with a **Mission** to provide **Leadership** and **Professional Service** towards **Best Value**. While not responsible for design, our preconstruction team will be responsible to manage and direct project issues, meetings, etc., to make sure a Best Value GMP is developed. Below, we have compiled a more specific list of services that will facilitate this mission.

1. SCHEMATIC DESIGN (SD) DOCUMENTS PHASE

At this phase, the design team will begin to put form to the function and size of the project as identified during programming. By the end of schematic design, the project size and footprint will be finalized. The entire team will begin to see the space take shape, textures and materials will begin to be considered, as well as MEP and Special Systems will be outlined.

a. **CORE's role during the Schematic Phase:**

To create a detailed flexible cost model on the entire building and site based upon the schematic documents. This cost model will account for quantity, quality, intent, big picture outcomes and unique features of work. CORE will assist in determining the Best Value structure, skin and systems; as well as properly accounting for finishes, equipment and specialties.

b. **Basic Scope of Services required to fulfill this role:**

i. **Detailed Quantity Take-off & Estimate**

CORE will utilize Construct Connect (On-Screen Take-off software) to provide a detailed quantity estimate that is graphically represented. This take-off will identify scope and quantities by being directly overlaid onto the schematic documents.

ii. **Work Breakdown Structure (WBS)**

The WBS is essentially the summary of the detailed estimate. It will be summarized the same way at each phase, so the team will clearly see the cost variance between line items. It will be organized based upon the "ten groups".

iii. **Basis of Estimate**

This document will provide any further clarification to our assumptions.

iv. **Options Studies**

Provide appropriate options analysis on the finishes and systems as well as on the unique features of work if necessary. These options studies will not look at cost impacts alone, but safety, QA/QC, logistics, constructability and schedule impacts as well.

v. **Constructability Review**

The purpose of the Constructability Review is to develop design issues related to construction. This deliverable will be the result of the team study of the unique features of work. This study will analyze each UFW for:

1. How does it impact the milestone schedule?
2. Should the team involve a subcontractor for additional feedback?
3. What safety considerations should be made?
4. Are there any site logistics issues?
5. How should it be detailed on the documents?
6. What are the QA/QC considerations?

7. Are there options to consider (i.e. alternate systems/materials evaluation)?

vi. **Development of Preconstruction and Construction Schedule**

This will be developed from the detailed quantity estimate and take into consideration design duration, material procurement durations, and construction task durations. At this stage, CORE, NPC, and SPS+ team will strategize on a potential early GMP package for site related construction and long-lead material procurement.

vii. **Development of initial prequalified subcontractor list**

This will include at a minimum of three bidders per trade. CORE will pursue subcontractor input at this stage will be focused on unit cost and constructability. At this stage, CORE will work with NPC and SPS+ to determine if a Design-Assist approach would be beneficial for any specific scopes of work (i.e. structure, MEP). If it is determined that Design-Assist is a strategy the project wants to pursue, CORE will develop an RFQ for the Design-Assist trades at this stage of design.

2. **DESIGN DEVELOPMENT (DD) DOCUMENTS PHASE**

The goal in this phase will be to develop an estimate for the Design Development (DD) phase for the project. Our team will focus identifying accurate costs for the scope that is currently defined, while looking for opportunities to implement adjustments to the design approach that reduce cost without affecting program or quality. CORE will work closely with SPS+ to communicate our discoveries and any constructability feedback that could add value or efficiency to the project.

a. **CORE's role during the DD Documents Phase:**

To provide detailed estimate information on the project based upon Trade Partner feedback and quantity take-off.

b. **Basic Scope of Services required to fulfill this role**

i. **Detailed Quantity Take-off & Estimate**

CORE will develop a cost model to reflect the DD documents.

ii. **Work Breakdown Structure (WBS)**

The WBS will be developed to track design evolution. CORE will provide a variance report with each estimate.

iii. **Basis of Estimate**

This document will evolve with the documents and estimate to clarify further and info design as it moves forward.

iv. **Options Studies**

Provide appropriate options analysis on the building and site finishes.

v. **Constructability Review**

The purpose of the constructability review is to develop design issues related to construction. This information will be updated based upon newly identified Unique Features of Work (UFWs).

vi. **Preconstruction and Construction Schedule**

This will be a milestone construction schedule specific to the scope identified in the DD Documents. Long Lead procurement will be included in the schedule.

vii. **Prequalified Trade Partner List**

CORE will provide a specific list of Trade Partners to bid the DD documents and incorporate Owner comments and suggestions.

viii. **Initial Site Lay-Down, Logistics Plan, and Phasing Plan**

This will be the first draft submitted to the team for review. It will indicate site access, site control, material lay-down, and trailer location.

ix. **FF&E**

CORE will continue to support the Owner and Design Team as they develop scope and budget for all FF&E.

3. **FINAL CONSTRUCTION DOCUMENT & GMP DEVELOPMENT PHASE**

During this phase, the team will work to confirm design direction and make GMP clarifications regarding details, finish schedules, site details and project specifications in preparation of our GMP exhibits.

a. **CORE's role during 95% Construction Document & GMP Development Phase:**

To review the documents as they evolve for constructability and coordination. During this phase, CORE will provide Guaranteed Maximum Price as defined by the CMAR contract.

b. **Basic Scope of Services required to fulfill this role:**

- i. **Work Breakdown Structure (WBS) for GMP** – This estimate summary will look just as it did at the previous phase. It will be supported by competitive bids from prequalified Trade Partners.
- ii. **Basis of Estimate** – This will be the clarification to each GMP. It will define all contingencies, allowances, proprietary specifications and/or vendors, and anything else that serves to clarify the basis of our estimate.
- iii. **Big Picture Outcome Desires Update** – CORE will provide an audit of the stated BPOs to ensure they have been achieved.
- iv. **Updated Unique Features of Work** – This list will continue to evolve even after GMP.
- v. **Constructability Review** – This will be an updated look at the analysis done in previous phases as well as a look at the newest UFW.
- vi. **Updated Detailed Construction Schedule** – This will be a milestone construction schedule specific to the scope identified in the 100% Construction Documents.
- vii. **Finalized List of Prequalified Trade Partners to Bid** – CORE will look for input from the entire team on the final list of invited Trade Partners. This will include at a minimum of three bidders per trade.
- viii. **Final Site Logistics Plan** – As all other details are finalized CORE will have the information necessary to submit the site logistics and lay-down plan for approval.

4. **GENERAL COMMENTS**

Please consider the following items as it relates to this proposal and project, we have made the following general assumptions:

- a) **Building Information Modeling During Preconstruction:** If a 3D model is utilized in design by SPS+ and provided to CORE, we will use the 3D model to look for clashes and provide clarification to Trade Partners for bidding.
- b) **Meeting Attendance:** CORE will be present at all schematic design, design development and construction documents meetings. We assume meetings will be a combination of virtual and in-person meetings.
- c) **LEED:** CORE has not considered costs for a LEED Champion or registration with the USGBC and assumes this project will not be seeking LEED Certification.
- d) **Site Investigation, Private Location, & Potholing Allowance:** CORE has included an allowance for site investigation, private locating, and potholing of the existing conditions as needed throughout the preconstruction process.
- e) **Hazardous Material Abatement** – CORE has not included any hazardous material abatement as part of this fee proposal. We are assuming that there is no hazardous material abatement required on the selected site for the Kayenta Center.

PRECONSTRUCTION FEE

Below you will find a cost breakdown for our Preconstruction services based upon an approximate preconstruction duration of ~32 weeks:

Preconstruction Services		
Phase of Preconstruction	% of Preconstruction	Total
Schematic Design	11%	\$ 6,320
Design Development	24%	\$ 14,216
GMP Development (Construction Documents)	65%	\$ 37,620
	100%	\$ 58,156

Reimbursables	
Description	Total
Site Investigation + Private Location + Potholing Allowance	\$ 5,000
Architectural Design/Engineering/Consultants	By Owner
Hazardous Material Survey	By Owner
TOTAL	\$ 5,000

TOTAL PRECONSTRUCTION SERVICES PROPOSAL:	\$ 63,156
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Preconstruction Services Fee Total (Lump Sum): \$58,156

Reimbursable Allowances Total: \$5,000

POSSIBLE EXPANSION OF SCOPE

We understand that a scenario may develop where the College has the desire to complete a future phase which includes a flexible industrial lab space and welding shop. If the college applies additional funds to the stated project budget to expand CORE's scope of work, CORE proposes to provide additional pre-construction services for such expanded scope at a rate of **0.75% of the value of expanded scope** to be billed at the time that an agreed upon price is established for that expanded scope.

Please do not hesitate to contact me with any further questions or concerns. We are grateful for the opportunity to serve you, and again are looking forward to working with your team on this exciting new project.

Sincerely,



Seth Beer
Vice President | Higher Education
CORE Construction, Inc.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Kayenta Center
Kayenta, AZ
Located ¼ mile North of Highway Junction 160/163 on Highway 163 behind the Kayenta Township Office and next to the Kayenta Library, Kayenta, AZ. 86033.

THE OWNER:

(Name, legal status, and address)

Navajo County Community College District dba Northland Pioneer College
2251 E. Navajo Blvd
Holbrook, AZ 86025

THE CONSTRUCTION MANAGER:

(Name, legal status, and address. The Term "Contractor" as used in A201-2017 shall mean the Construction Manager)

CORE Construction, Inc.
13835 N Northsight Blvd. Suite 100
Scottsdale, AZ 85260

THE ARCHITECT:

(Name, legal status, and address)

SPS+ Architects LLP
8681 E Via De Negocio
Scottsdale, AZ 85258

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.

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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 Basic Definitions****§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda, Conditions of RFQ AS #24-02 (General Terms and Conditions) issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. Notwithstanding the foregoing, in the event the Architect's alleged liability is at issue for the Drawings and Specifications, the Architect shall not serve as the Initial Decision Maker and no initial decision shall be required under Article 12.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as

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binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless Contractor obtained an interpretation in writing from the Architect as to what shall govern before the submission of his Proposal. The Architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

§ 1.6.2 Intentionally deleted.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Force Majeure Events

Force Majeure Events are those events that are beyond the control of both Contractor and Owner, including but not necessarily limited to the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization except those requiring formal approval by Owner's Governing Board. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority.

§ 2.1.2 Intentionally deleted.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Owner, being a political subdivision of the State of Arizona, must have adequate funds and/or financing as provided by law prior to award and execution of the Contract Documents.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

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

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

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§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2, fails to complete punch list work within thirty (30) days of the later of Substantial Completion and receiving notice of punch list items, or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The Contractor shall not be entitled to any adjustments to the Contract Sum or Contract Time as a result of a Stop Work Order unless (1) the Stop Work Order is in place longer than three (3) days; and (2) the Architect makes a written determination that continuing the Stop Work Order is unreasonable.

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

§ 3.2.3 Neither the Owner nor Contractor are required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the

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Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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

§ 3.3 Supervision and Construction Procedures

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

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall take steps reasonably necessary to protect Owner personnel and students from the acts of Contractor's employees and other persons responsible for carrying out the Work.

§ 3.4.4 Intentionally deleted.

§ 3.4.5 Immigration Law Compliance

The Contractor warrants that it is in compliance with all relevant federal immigration laws and A.R.S. §§ 23-214(A) and 41-4401. A breach of this warranty shall be deemed a material breach of this Agreement and subject Contractor to penalties up to and including termination of the Agreement unless the Contractor establishes its compliance with the employment verification provisions in §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements in A.R.S. § 23-214(A). The Owner shall have the legal right to inspect documents related to the

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work authorization of any employee of the Contractor to ensure compliance with this section. The requirements of this section must be included in any contract that a party enters into with any and all its contractors or subcontractors who provide service under this Agreement or any subcontract.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, including State and Federal, as well as the Navajo Nation and Kayenta Township, applicable to performance of the Work.

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor knowingly encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for

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adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 Escalation Allowance for potentially price-impacted material. The parties acknowledge certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Contract that may impact price increases due to escalation of materials, equipment, or products costs. The Contractor shall give the Owner written notice and documentation of the increased costs. The Contractor shall provide Owner a monthly accounting of amounts paid from the allowance, including (upon the request of Owner) supporting documents reasonably requested by Owner in connection with each monthly accounting. All unspent allowance shall be credited against the Final Payment.

§ 3.9 Superintendent

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

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

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within fifteen (15) days after execution of the GMP Amendment, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall identify all critical paths necessary for timely completion of the Project and contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The Construction Schedule shall be updated and resubmitted with each payment application. Any delays the Contractor claims justifies a change to the Contract Time or requires a change to the Contract Sum for schedule impacts shall be clearly identified on the next updated Construction Schedule. Failure to identify such delay by the later of the next updated Construction Schedule, or within forty-five (45) days of discovery of the delay, shall constitute a waiver of such claim. Nothing in this provision shall be deemed a usurpation of the Contractor's authority and responsibility to plan and schedule the Work as he sees fit, subject to all other requirements of the Contract Documents.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule and material delivery schedule for long-lead items or material critical to the Project Scheduling for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule and materials delivery schedule, or fails to provide submittals in accordance with the approved submittal schedule and material delivery schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Deviations from schedules shall be identified on the next revised schedule.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop

Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Contractor shall take reasonable steps, procedures or means to prevent any dust nuisance due to construction activities. The dust control measures shall be maintained at all times to the reasonable satisfaction of the Owner and in accordance with all applicable laws, regulations and rules.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste

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materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. Contractor recognizes the importance of performing the Work in a safe manner so as to assist with preventing damage, injury or loss to, all individuals at the Site, whether working or visiting, shall report to the Contractor's field office and sign in before entering the Project Site.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.17.2 The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Owner.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, Kayenta Township, Navajo Nation, and United States Government, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Notwithstanding anything to the contrary in this Section, Contractor's obligations hereunder do not extend to any claims, damages, losses, and expenses arising out of or resulting from the negligence of an Indemnitee. Owner shall have the right to reasonably object to Contractor's selection of legal counsel. This Section shall survive termination of the Contract.

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

3.18.3 The Contractor represents and warrants that he is qualified pursuant to A.R.S. § 34-241 and all other applicable statutes, rules and regulations to work on projects receiving public funds.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

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§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities, and limitations of authority of the Project representatives.

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

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

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. Any responses to requests for information that will result in addition costs or contingency usage shall be approved by the Owner prior to performing the Work.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The Contractor shall require that all Subcontractors and Sub-subcontractors—regardless of tier—meet the same requirements and are bound by the same obligations imposed on subcontractors by the Contract Documents.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. Award of all subcontracts and sub-subcontracts shall comply with the employment preference and procurement requirements under Navajo Preference in Employment Act, 15 N.N.C. § 601 et seq. ("NPEA"), and the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 et seq. ("NBOA").

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may, after reasonable notice, clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. No oral statements in course of conduct shall constitute a change in the Contract Documents. By submitting any cost or pricing data to be used as the basis for a requested change in the Contract Sum, the Contractor certifies that cost or pricing data is accurate, complete, and current.

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

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

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Construction Schedule and Contract Time.

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any.

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provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The date of Final Completion is the date certified by the Architect in accordance with Section 9.10.1. Final Completion shall be due thirty (30) days after Substantial Completion.

§ 8.1.5 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

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§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work that are not due to the negligence or willful misconduct of Contractor or any of its Subcontractors; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay that are beyond the Contractor's control or not due to Contractor's negligence or misconduct, (6) disruptions in labor or materials resulting from a health crisis regardless of whether epidemic, pandemic or isolated to areas from which such labor and materials are supplied, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum shall be adjusted to exclude any significant amounts by which the Owner finds that it was increased because Contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date it was submitted. Such adjustment shall include profit or fee.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. The Schedule of Values shall include a line item called "Punch List and Project Close-Out" with an assigned value requiring approval by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The Contractor certifies that the Schedule of Values cost data is accurate, complete and current as of the date it is submitted.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers and shall reflect retainage if provided for in the Contract Documents.

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

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

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

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

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

If lien waivers from all Subcontractors, materials or equipment suppliers do not equal the aggregate sum of the previous progress payment, the Contractor shall submit the following statement, notarized, along with the current progress payment request:

"I hereby certify, as Contractor on [Project name] _____, that I have paid all Subcontractors, materials or equipment suppliers, the Work provided in conjunction with the Project, for which I have received previous payment. Furthermore, I hereby agree to be responsible for any future claims or liens filed against the Owner or Architect for Work in conjunction with this Project, for which I have received previous payment, to indemnify the Owner and Architect."

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure to begin remedial actions to repair defective work within ten (10) days following a demand to perform such repairs.

However, in no event shall the Architect refuse to certify or shall the Owner withhold payment of an amount greater than that which is sufficient to pay the direct expenses the Owner reasonably expects to incur to correct any of the above reasons set forth by the Architect for withholding certification.

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

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

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

§ 9.6 Progress Payments

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

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

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

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (7) the record set of Drawings, Specifications, Addenda, Change Orders, other Modifications, Shop Drawings, Product Data, Samples and similar required submittals. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. The Contractor is solely responsible for obtaining any written consent of surety and shall defend, indemnify and hold harmless the surety from any claims by the surety that consent for any given payment was not given. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

§ 9.10.6 Any remaining retention shall be paid, or substitute security shall be returned to the Contractor within sixty (60) days after Final Completion and acceptance of the Work by the Owner, unless the Owner makes a specific written finding justifying a delay in payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS**§ 11.1 Contractor's Insurance and Bonds**

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from a financially sound insurance company or insurance companies rated not less than A- by A.M. Best Company lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, Kayenta Township, Navajo Nation and United States, and their agents, representatives, officers, directors, officials and employees, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. Unless the lapse in coverage arises from an act or omission of the Owner, Contractor shall not be entitled to any equitable adjustment of the Contract Time and Contract Sum. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the

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Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 The two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as

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appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made. An acceptance of non-conforming work must be executed through a Change Order. Any other form of acceptance is not valid.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be construed and enforced under the laws of the State of Arizona and the United States. Contractor, and its employees, agents, and representatives, agree to abide by all applicable laws, ordinances, and regulations of the Navajo Nation and Kayenta Township when performing the Work, including those governing business licensing and operation, and construction within the Kayenta Township.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. Wood-frame construction will have microbial growth present as milled wood is a natural, nutrient-rich product and it is not practical to eliminate naturally occurring microbial growth during construction. Contractor shall not be liable for natural microbial growth during the course of construction. If Owner decides to remediate naturally occurring microbial growth, Owner agrees to do so at Owner's own expense and any delay to Contractor as a result of same shall entitle Contractor to additional Contract Time and General Conditions.

§ 13.5 Interest

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

§ 13.6 Under A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times by the Owner and where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the Contractor shall produce a legible copy of any and all such records.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

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- .3 negligently, willfully, or knowingly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 repeatedly fails to regularly provide an updated construction schedule and/or to maintain construction in accordance with such schedule; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon paid for by the Owner;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; mobilization costs and costs incurred by reason of the termination, including costs attributable to termination of Subcontracts. The Contractor shall not be entitled to overhead or anticipated profit on Work not performed.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

(Paragraphs deleted)

§ 15.1.2 Intentionally omitted.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Notwithstanding anything to the contrary in the Contract Documents, any claim against the Owner must also comply with A.R.S. §§ 12-821 and 12-821.01 and nothing in the Contract Documents shall waive, alter, modify the obligations of Contractor, any Subcontractor, Architect, or any other person or entity under A.R.S. §§ 12-821 and 12-821.01.

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor 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, increased financing costs, and for loss of management or employee productivity or of the services of such persons; and

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This subparagraph 15.1.7 shall take precedence over any other provision of the Contract Documents which provides that the Contractor is responsible for expenses, costs, or damages.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to litigation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may pursue litigation in a court of competent jurisdiction. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to litigation if the parties fail to resolve their dispute.

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

(Paragraphs deleted)

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Additions and Deletions Report for **AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Kayenta Center

Kayenta, AZ

Located ¼ mile North of Highway Junction 160/163 on Highway 163 behind the Kayenta Township Office and next to the Kayenta Library, Kayenta, AZ 86033.

...

(Name, legal status-status, and address)

Navajo County Community College District dba Northland Pioneer College

2251 E. Navajo Blvd

Holbrook, AZ 86025

THE CONSTRUCTION MANAGER:

(Name, legal status, and address. The Term "Contractor" as used in A201-2017 shall mean the Construction Manager)

CORE Construction, Inc.

13835 N Northsight Blvd. Suite 100

Scottsdale, AZ 85260

THE ARCHITECT:

(Name, legal status-status, and address)

SPS+ Architects LLP

8681 E Via De Negocio

Scottsdale, AZ 85258

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, ~~Addenda~~ Addenda, Conditions of RFQ# AS #24-02 (General Terms and Conditions) issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

...

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with ~~Section 15.2~~ Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. Notwithstanding the foregoing, in the event the Architect's alleged liability is at issue for the Drawings and Specifications, the Architect shall not serve as the Initial Decision Maker and no initial decision shall be required under Article 12.

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§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless Contractor obtained an interpretation in writing from the Architect as to what shall govern before the submission of his Proposal. The Architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

...

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

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

Intentionally deleted.

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§ 1.9 Force Majeure Events

Force Majeure Events are those events that are beyond the control of both Contractor and Owner, including but not necessarily limited to the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

...

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ~~authorization~~ except those requiring formal approval by Owner's Governing Board. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

...

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

appropriately Owner, being a political subdivision of the State of Arizona, must have adequate funds and/or financing as provided by law prior to award and execution of the Contract Documents.

~~§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

~~§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

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

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

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~~If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 Section 12.2, fails to complete punch list work within thirty (30) days of the later of Substantial Completion and receiving notice of punch list items, or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The Contractor shall not be entitled to any adjustments to the Contract Sum or Contract Time as a result of a Stop Work Order unless (1) the Stop Work Order is in place longer than three (3) days; and (2) the Architect makes a written determination that continuing the Stop Work Order is unreasonable.~~

...

~~§ 3.2.3 The Contractor is not Neither the Owner nor Contractor are required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.~~

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~~§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall take steps reasonably necessary to protect Owner personnel and students from the acts of Contractor's employees and other persons responsible for carrying out the Work.~~

§ 3.4.4 Intentionally deleted.

§ 3.4.5 Immigration Law Compliance

The Contractor warrants that it is in compliance with all relevant federal immigration laws and A.R.S. §§ 23-214(A) and 41-4401. A breach of this warranty shall be deemed a material breach of this Agreement and subject Contractor to penalties up to and including termination of the Agreement unless the Contractor establishes its compliance with the employment verification provisions in §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements in A.R.S. § 23-214(A). The Owner shall have the legal right to inspect documents related to the work authorization of any employee of the Contractor to ensure compliance with this section. The requirements of this section must be included in any contract that a party enters into with any and all its contractors or subcontractors who provide service under this Agreement or any subcontract.

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§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities-authorities, including State and Federal, as well as the Navajo Nation and Kayenta Township, applicable to performance of the Work.

...

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

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§ 3.8.4 Escalation Allowance for potentially price-impacted material. The parties acknowledge certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Contract that may impact price increases due to escalation of materials, equipment, or products costs. The Contractor shall give the Owner written notice and documentation of the increased costs. The Contractor shall provide Owner a monthly accounting of amounts paid from the allowance, including (upon the request of Owner) supporting documents reasonably requested by Owner in connection with each monthly accounting. All unspent allowance shall be credited against the Final Payment.

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, within fifteen (15) days after execution of the GMP Amendment, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall identify all critical paths necessary for timely completion of the Project and contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Construction Schedule shall be updated and resubmitted with each payment application. Any delays the Contractor claims justifies a change to the Contract Time or requires a change to the Contract Sum for schedule impacts shall be clearly identified on the next updated Construction Schedule. Failure to identify such delay by the later of the next updated Construction Schedule, or within forty-five (45) days of discovery of the delay, shall constitute a waiver of such claim. Nothing in this provision shall be deemed a usurpation of the Contractor's authority and responsibility to plan and schedule the Work as he sees fit, subject to all other requirements of the Contract Documents.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule and material delivery schedule for long-lead items or material

critical to the Project Scheduling for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule and materials delivery schedule, or fails to provide submittals in accordance with the approved submittal schedule and material delivery schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Deviations from schedules shall be identified on the next revised schedule.

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The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Contractor shall take reasonable steps, procedures or means to prevent any dust nuisance due to construction activities. The dust control measures shall be maintained at all times to the reasonable satisfaction of the Owner and in accordance with all applicable laws, regulations and rules.

...

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not ~~unreasonably withhold~~, withhold from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

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The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. Contractor recognizes the importance of performing the Work in a safe manner so as to assist with preventing damage, injury or loss to, all individuals at the Site, whether working or visiting, shall report to the Contractor's field office and sign in before entering the Project Site.

...

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

§ 3.17.2 The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Owner.

...

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

in this Section, Contractor's obligations hereunder do not extend to any claims, damages, losses, and expenses arising out of or resulting from the negligence of an Indemnitee. Owner shall have the right to reasonably object to Contractor's selection of legal counsel. This Section shall survive termination of the Contract.

...

3.18.3 The Contractor represents and warrants that he is qualified pursuant to A.R.S. § 34-241 and all other applicable statutes, rules and regulations to work on projects receiving public funds.

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

...

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities, and limitations of authority of the Project representatives.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. Any responses to requests for information that will result in addition costs or contingency usage shall be approved by the Owner prior to performing the Work.

...

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The Contractor shall require that all Subcontractors and Sub-subcontractors—regardless of tier—meet the same requirements and are bound by the same obligations imposed on subcontractors by the Contract Documents.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the

Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. Award of all subcontracts and sub-subcontracts shall comply with the employment preference and procurement requirements under Navajo Preference in Employment Act, 15 N.N.C. § 601 et seq. ("NPEA"), and the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 et seq. ("NBOA").

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

...

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

...

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner ~~may may, after reasonable notice,~~ clean up and the Architect will allocate the cost among those responsible.

...

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive ~~Directive~~, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. No oral statements in course of conduct shall constitute a change in the Contract Documents. By submitting any cost or pricing data to be used as the basis for a requested change in the Contract Sum, the Contractor certifies that cost or pricing data is accurate, complete, and current.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the ~~Architect-Owner~~ Owner alone.

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§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Construction Schedule and Contract Time.

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

...

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. date of Final Completion is the date certified by the Architect in accordance with Section 9.10.1. Final Completion shall be due thirty (30) days after Substantial Completion.

§ 8.1.5 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; Work that are not due to the negligence or willful misconduct of Contractor or any of its Subcontractors; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then delay that are beyond the Contractor's control or not due to Contractor's negligence or misconduct, (6) disruptions in labor or materials resulting from a health crisis regardless of whether epidemic, pandemic or isolated to areas from which such labor and materials are supplied, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

...

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum shall be adjusted to exclude any significant amounts by which the Owner finds that it was increased because Contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date it was submitted. Such adjustment shall include profit or fee.

...

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. The Schedule of Values shall include a line item called "Punch List and Project Close-Out" with an assigned value requiring approval by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The Contractor certifies that the Schedule of Values cost data is accurate, complete and current as of the date it is submitted.

...

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, suppliers and shall reflect retainage if provided for in the Contract Documents.

...

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

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

If lien waivers from all Subcontractors, materials or equipment suppliers do not equal the aggregate sum of the previous progress payment, the Contractor shall submit the following statement, notarized, along with the current progress payment request:

"I hereby certify, as Contractor on [Project name], that I have paid all Subcontractors, materials or equipment suppliers, the Work provided in conjunction with the Project, for which I have received previous payment. Furthermore, I hereby agree to be responsible for any future claims or liens filed against the Owner or Architect for Work in conjunction with this Project, for which I have received previous payment, to indemnify the Owner and Architect."

...

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

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- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; Documents; or
- .8 failure to begin remedial actions to repair defective work within ten (10) days following a demand to perform such repairs.

However, in no event shall the Architect refuse to certify or shall the Owner withhold payment of an amount greater than that which is sufficient to pay the direct expenses the Owner reasonably expects to incur to correct any of the above reasons set forth by the Architect for withholding certification.

...

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents; Documents and shall so notify the Architect.

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

...

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

...

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

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, ~~and~~ (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the ~~Owner-Owner~~, and (7) the record set of Drawings, Specifications, Addenda, Change Orders, other Modifications, Shop Drawings, Product Data, Samples and similar required submittals. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. The Contractor is solely responsible for obtaining any written consent of surety and shall defend, indemnify and hold harmless the surety from any claims by the surety that consent for any given payment was not given. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.6 Any remaining retention shall be paid, or substitute security shall be returned to the Contractor within sixty (60) days after Final Completion and acceptance of the Work by the Owner, unless the Owner makes a specific written finding justifying a delay in payment.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended ~~appropriately~~ appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

...

§ 10.3.5 The Contractor shall reimburse the ~~Owner-Owner, Kayenta Township, or Navajo Nation~~ for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

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§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from ~~an insurance company or insurance companies~~ a financially sound insurance company or insurance companies rated not less than A- by A.M. Best Company lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, ~~and Architect's consultants~~ Kayenta Township, Navajo Nation and United States, and their agents, representatives, officers, directors, officials and employees, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

...

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. Unless the lapse in coverage arises from an act or omission of the Owner, Contractor shall not be entitled to any equitable adjustment of the Contract Time and Contract Sum. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within ~~one year~~ two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the ~~one year~~ two-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a

reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 The ~~one-year-two-year~~ period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

...

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

...

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected ~~affected~~ whether or not final payment has been made. An acceptance of non-conforming work must be executed through a Change Order. Any other form of acceptance is not valid.

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~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.~~ Section 15.4 construed and enforced under the laws of the State of Arizona and the United States. Contractor, and its employees, agents, and representatives, agree to abide by all applicable laws, ordinances, and regulations of the Navajo Nation and Kayenta Township when performing the Work, including those governing business licensing and operation, and construction within the Kayenta Township.

...

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the ~~Contractor~~ Contractor, and promptly delivered to the Architect.

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§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. Wood-frame construction will have microbial growth present as milled wood is a natural, nutrient-rich product and it is not practical to eliminate naturally occurring microbial growth during construction. Contractor shall not be liable for natural microbial growth during the course of construction. If Owner decides to remediate naturally occurring microbial growth, Owner agrees to do so at Owner's own expense and any delay to Contractor as a result of same shall entitle Contractor to additional Contract Time and General Conditions.

...

§ 13.6 Under A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times by the Owner and where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the Contractor shall produce a legible copy of any and all such records.

- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2 Documents.

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- .3 repeatedly negligently, willfully, or knowingly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 repeatedly fails to regularly provide an updated construction schedule and/or to maintain construction in accordance with such schedule; or

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned-paid for by the Contractor; Owner;

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; mobilization costs and costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement Subcontracts. The Contractor shall not be entitled to overhead or anticipated profit on Work not performed.

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§ 15.1.2 Time Limits on Claims

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

§ 15.1.2 Intentionally omitted.

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Notwithstanding anything to the contrary in the Contract Documents, any claim against the Owner must also comply with A.R.S. §§ 12-821 and 12-821.01 and nothing in the Contract Documents shall waive, alter, modify the obligations of Contractor, any Subcontractor, Architect, or any other person or entity under A.R.S. §§ 12-821 and 12-821.01.

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This subparagraph 15.1.7 shall take precedence over any other provision of the Contract Documents which provides that the Contractor is responsible for expenses, costs, or damages.

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§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in ~~Section 12.2.2~~ Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this ~~Section 15.2.1~~, Section 15.2.1, an initial decision shall be required as a condition precedent to ~~mediation-litigation~~ of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand ~~mediation and binding dispute resolution without a decision having been rendered; pursue litigation in a court of competent jurisdiction.~~ Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

...

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

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, ~~Claim or~~ indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to ~~mediation and~~ litigation if the parties fail to resolve their ~~dispute through mediation, to binding dispute resolution, dispute.~~

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of ~~Section 15.2.6.1~~ In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety, and request the surety's assistance in resolving the controversy.

~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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

~~§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

~~§ 15.3 Mediation~~

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

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

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

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

~~§ 15.4 Arbitration~~

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

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

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

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

~~§ 15.4.4 Consolidation or Joinder~~

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

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

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
11/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-469-430-1450 Glenn Allen Insurance and Surety Brokers, LLC 5205 McClellan Dr Frisco, TX 75036 USA INSURED CORE Construction, Inc. 13835 N Northsight Blvd Ste 100 Scottsdale, AZ 85260 USA	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B: Starr Indemnity and Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C: Arch Indemnity Insurance Company</td> <td>30830</td> </tr> <tr> <td>INSURER D: Arch Specialty Insurance Company</td> <td>21199</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: Starr Indemnity and Liability Company	38318	INSURER C: Arch Indemnity Insurance Company	30830	INSURER D: Arch Specialty Insurance Company	21199	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 751521947
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	41PKG8896115	03/01/24	03/01/25	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	41PKG8896115	03/01/24	03/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			1000584947241	03/01/24	03/01/25	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			44WC18946715 (AOS)	03/01/24	03/01/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A				41WC18896015 (FL)	03/01/24	03/01/25	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Poll Liability			CPP0060180-07	03/01/24	03/01/25	\$10M Per Claim/Agg \$250,000SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Precon Project #24-10-027 NPC - Kayenta Center Addition, at the Kayenta Center, Kayenta, AZ 86033.
 Navajo County Community College District dba Northland Pioneer College (Owner), SPS+ Architects, LLP (Architect), Kayenta Township, Navajo Nation, and United States, and their agents, representatives, officers, directors, officials and employees are named as additional insureds with respect to general liability and auto liability. Coverage is primary & non-contributory with respect to general liability and auto liability. Waiver of subrogation applies to general liability, auto liability, and workers compensation. General Liability Deductible: \$750,000. Workers Compensation Deductible: \$500,000. Auto Comprehensive & Collision Deductibles: \$12,500.

CERTIFICATE HOLDER
CANCELLATION

#24-10-027 NPC - Kayenta Center Addition Navajo County Community College District dba Northland Pioneer College 2251 E Navajo Blvd Holbrook, AZ 86025 <div style="text-align: right;">USA</div>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> </div>
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ACORD 25 (01/03), 2025

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 jgurney1
751521947

SUPPLEMENT TO CERTIFICATE OF INSURANCE		DATE 11/26/2024
NAME OF INSURED: CORE Construction, Inc.		
<div></div>		

POLICY NUMBER: 41PKG8896115

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT EXCEPT THOSE INCLUDED UNDER A SEPARATE ADDITIONAL INSURED ENDORSEMENT ISSUED TO A SPECIFIC ENTITY.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 41PKG8896115

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT EXCEPT THOSE INCLUDED UNDER A SEPARATE ADDITIONAL INSURED ENDORSEMENT ISSUED TO A SPECIFIC ENTITY.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 41PKG8896115

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 41PKG8896115

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Request to Approve Design Fee Contract with SPS+ for Kayenta Center

Recommendation:

Staff recommends the approval of a design fee contract with SPS+ Architects (SPS+) for the Kayenta project for \$711,388. SPS+ will work with CORE Construction to finalize the design of the Kayenta Center.

Procurement Process and Budget Information:

NPC continues to use SPS+, who was selected in 2019 in response to a Request for Qualifications (RFQu) AS#19-05 for **Professional Planning and Architectural Services for Updating Master Facilities Plan and Design of New or Renovation of Facilities**. The design fees will be covered by the \$8,895,684 grant.

Summary:

In June 2024, the District Governing Board accepted the grant from the Arizona Commerce Authority to construct a new Kayenta Center. The design fees are calculated using SPS+ Architects' Mohave Contract No. 21A-SPS-0507 for contract pricing, which is 6.3% applied to the construction costs. The construction costs are estimated at \$7,200,000, resulting in the design fee of \$453,600. The Supplemental Services and Allowances are estimated at \$257,788, which brings the total to \$711,388. This proposal was held off until NPC got confirmation of approval of the lease application for Kayenta from Navajo Nation, which has now been received.

Kayenta Center
Design Fees

Construction Costs	\$	7,200,000
Design Fees - GMP rate of 6.3%	\$	453,600
Supplemental Services	\$	123,562
Allowances	\$	<u>134,226</u>
Total	\$	711,388



7/29/2024

2/24/2025

Justin White
Facilities Director
Northland Pioneer College
102 N 1st Ave
Holbrook, AZ 86025

**RE: Northland Pioneer College, New Kayenta Classroom Building
SPS+ Architects Fee Proposal**

Dear Mr. White,

Thank you for the opportunity to present our fee proposal to provide architectural and engineering services for the project above. The Scope of Work, Scope of Services, and Proposed Fee are outlined below.

Scope of Work

SPS+ Architects shall provide full-service architectural design, structural, mechanical/plumbing, and electrical engineering including construction administration services for Northland Pioneer College. Scope of work to include:

New Classroom Building:

1. The project is located in Kayenta, Arizona.
2. SPS+ to coordinate with the Client and Project team to design a new one-story, +/- 8,200 SF new classroom building and +/- 1,800 SF new library/Public Space building.
3. The classroom building to include:
 - a. Five (5) classrooms
 - b. One (1) community space
 - c. One (1) health science lab
 - d. One (1) science lab
 - e. Three (3) offices
 - f. One (1) conference room
 - g. Restrooms.
4. The Library/Public Space building to include:
 - a. One (1) library
 - b. One (1) open admin office
 - c. Restrooms.

Scope of Services

The following is an outline of proposed Basic Services that SPS+ Architects will provide as required to facilitate this project.

1. Schematic and Design Development Services
 - a. Provide design documents indicating areas, plans, elevations, and sections of the proposed project. Drawings will indicate materials to be used along with Mechanical, Plumbing, and Electrical systems.
 - b. Prepare an outline specification and coordinate within the design team.
 - c. SPS+ Architects will review the detailed construction cost estimates and Construction Cost for reasonableness and compatibility with the Client's project scope and budget.
 - d. Provide project administration for purposes of coordinating all disciplines and coordination with the Contractor/ Client.
 - e. Pre-Application Submittal or courtesy review meeting to AHJ as necessary.

- f. Provide interior finish selection and presentation meeting for approval and sign-off from the Client.
 - i. Renders to assist with finish approval.
 - j. ii. Another finish meeting may be required if there are any changes
 - k. iii. Renders to assist with finish approval.
 - g. Provide finish board with approved finishes, material costs of physical boards to be billable to the Client.
 - h. Provide furniture layouts with one (1) vendor
 - i. Includes coordination time and up to two (2) meetings.
 - i. Graphic & signage presentation and coordination with up to three (3) meetings.
 - i. Includes interior/exterior graphics.
 - ii. ii. Includes interior/exterior signage, including monumental signage
2. Construction Documents Services
 - a. Provide a full set of completed construction documents and specifications for construction of project for this procurement.
 - b. Provide reviews with all applicable reviewing agencies for compliance with applicable building codes.
 - c. SPS+ Architects will work with the project team to provide documents that meet the Client's approved construction dollar amount. SPS+ will utilize alternates within the documents to help meet the Client's budget.
 - d. SPS+ Architects will utilize industry standard care in preparation of Construction Documents.
 - e. SPS+ Architects will work with the design team, the Client, and the selected Contractor in an effort to achieve a clearly understood mutually acceptable Construction Cost.
 - f. SPS+ Architects will coordinate with the AHJ for code compliance and permit issuance.
 - g. Create an electronic FF&E book with selected products, features, and finishes. This includes product warranties and care instructions. Actual hard copies of the FF&E books will be billable to the client.
 - h. Provide coordination of furniture install dates.
 - i. Provide graphic design coordination.
 - j. Provide signage coordination.
 3. Permit/ Bidding Assistance
 - a. SPS+ Architects will assist the Client in the permit and bidding process, answering questions and providing clarifications as needed.
 - b. SPS+ Architects will manage the permitting process as required with the AHJs including submission of plans and specifications, responses to review comments, and obtaining of permits. Any associated plan review and permit fees will be paid and billed to the Client as a direct reimbursable.
 4. Construction Administration Services
 - a. Construction Administration Services will be provided as needed and may include construction meeting attendance, site visits, submittal review, RFI responses, pay application review, change order processing, and project closeout verification. Construction administration will be completed and carried out per industry standard of care. SPS+ anticipates a construction duration of sixteen (16) months.
 - b. Furniture installation punch walk meeting (up to two (2) meetings as required)

Supplemental Services

1. Programming and Conceptual Design Services
 - a. Identify and determine Client's program by meeting with stakeholders and community partners.
 - b. Provide study of internal user group dynamics, using matrices, diagrammatic floor plan, and illustrative graphics.

- c. Preparation of conceptual space plans for preliminary pricing.
- d. Provide project administration for purposes of coordinating all Architect Consultants and coordination with Contractor.
- 2. Interior Design – FF+E Services
 - a. SPS+ to provide Furniture, Finishes, and equipment, coordination, and specifications as needed for this project. This scope of work also applies to the Future Scopes of Work. See Attachment A for further details.
- 3. Offsite Utility Coordination
- 4. Civil Engineering
 - a. Civil Engineer to provide design, construction documents, and construction administration services with the project team.
 - b. Civil Engineer to perform a Topographic Survey
- 5. Landscape Architecture
 - a. Landscape Architect to provide design, construction documents, and construction administration services with the project team.
- 6. Geotechnical Engineering
 - a. Please note that SPS+ will coordinate the scope of work and fee as needed between the Client and the Geotechnical Engineer, but these services will be contract directly between the Client and Engineer and provided as a direct reimbursable.

Allowances

- 1. Fire Flow Test
- 2. Drainage Analysis
- 3. Off-Site Utility Improvements
- 4. Curb and Gutter Design
- 5. Design Contingency
 - a. Can be utilized for the Client-directed design as required.
- 6. Design Site Trips
 - a. To be provided as an additional service from the Architect within the allowance stated in Attachment A.
- 7. CA Site Trips
 - a. To be provided and calculated as stated in Attachment A.
- 8. Reimbursable Allowance
 - a. To cover printing of design documents for Client's use as needed.

Proposed Fee

- 1. This Fee Proposal utilizes SPS+ Architects' **Mohave Contract No. 21A-SPS-0507** for contract pricing. All quotes for services must be priced using contract pricing approved by Mohave. Please see the attached Mohave Contract Document, "Architect Fees for Basic Services". SPS+ Architects' fee for this proposal will use the Group A percentage fee schedule based upon "Higher than Average Complexity Projects". The percentage fee schedule ranges from 6.0% and 6.3% of construction cost for basic services. The preliminary estimated construction cost is \$7,200,000 for this project. Given the nature of the complexities of this project, we are proposing an 6.3% fee.
- 2. **A proposed fee for Architectural and Design services is provided in Attachment A.**
- 3. The above fee is based on an estimated scope and can be reevaluated if additional scope is requested by the Client. Any increase in the scope of work approved by the Client for similar work will be billed in keeping with the approved A/E fee percent to construction cost for the initial project.
- 4. The proposed project billing percentages for Basic Services are as follows: Percentage is based upon workload and fee attributed to each Phase.

Percent of Fee Schedule

Schematic Design	15%
Design Development	20%
Contract Documents	35%
Permit/Bid Process	5%
Construction Administration	25%
	100%

5. Payment terms:
 - a. SPS+ will invoice monthly on a percent complete basis.
 - b. Payment terms - net 30 days.
 - c. Accounts unpaid 90 days after the invoice date may be subject to a monthly service charge of 1.5% per month (or the legal rate) on the then unpaid balance.
 - d. Additional services and items approved by Client will be billed according to the attached SPS+ Architects hourly rates and fees as listed in Attachment B.
 - e. This proposal is valid for ninety days. After ninety days, please contact us for possible revisions.
 - f. Please address purchase orders to: SPS-AR@spsplusarchitects.com. 480-991-0800.

Proposed Exclusions

The following items have been excluded from the scope of work and proposed fee. In some cases, these items may be added as additional services for an additional fee.

1. Additional Site Visits Beyond listed above and in Attachment A.
2. As-Built drawings
3. 3D Scanning/ 3D modeling
4. Providing extensive Value Engineering
5. Traffic Impact Analysis
6. Public Hearings regarding Zoning modifications, etc.
7. LEED Design
8. Geotechnical Engineering (Direct Passthrough/ Direct Reimbursable to Owner)
9. Environmental Impact Studies
10. Kitchen/ Food Service Consultant
11. Providing design services for extensive change orders beyond original scope and construction change directives during the construction process.
12. Provide extensive drawings to evaluate different system cost.
13. Providing design services for construction beyond the contracted established construction budget (unless approved by Client in writing.)
14. Providing any services beyond customary Architectural Services and as outlined in this proposal.
15. Engineering for remodel or new building fire protection if required.
16. Detailed fire alarm drawings. The selected fire alarm contractor secured by the general contractor will be responsible as required by the authority having jurisdiction.
17. Payment for building permits, fees, and any construction related permits and fees.
18. Taxes and Fees.
19. Special inspections as may be required by the AHJ.
20. Other special systems are excluded from the contract such as (may be provided via allowance identified above):
 - a. Design associated with E-rateable construction is excluded.
 - b. Computer network cabling and equipment and programming including main cross-connect, intermediate cross-connect, horizontal cross-connect, and LAN is excluded.
 - c. Security camera system is excluded.
 - d. Uninterrupted power supply system design is excluded.
 - e. (Note that conduit and power for excluded systems will be incorporated per the Client's layout document.)

SPS+ Architects will work with the project team and building committee to meet design team milestones.

Please review this proposal and let us know if any modifications are needed. If this proposal meets your approval, please provide a purchase order or the necessary approval for SPS+ Architects to proceed. Two steps are required on your behalf to facilitate this Mohave procurement.

1. Client to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. (Attached you will find SPS+ Architects, Mohave Architects Fees for Basic Services).
2. Client to forward purchase orders to Mohave via fax (928-718-3232), or email (orders@mesc.org) for review.

Once this is complete, Mohave will review and email with the "MESC Reviewed" stamp, to SPS+ Architects, LLP.

Thank you for considering SPS+ Architects for this project. We sincerely look forward to working with you and your team in delivering a successful project.

Sincerely,
SPS+ ARCHITECTS, LLP



Mark Davenport, AIA, LEED AP BD&C
Partner

cc: SPS-AR@spsplusarchitects.com
Attachment A: Fee Calculation
Attachment B: Mohave Contract No. 21A-SPS-0507 Architect Fees

If the terms of this agreement are acceptable, please indicate your acceptance and return a copy to our office.

Signature/Title

Date

Attachment A

SPS+ Architects - Fee Calculation

NPC, Kayenta New Classroom Building

7/29/2024 2/24/2025



Construction Cost: \$ 7,200,000
Fee Percent (Mohave Group A): 6.3%

Architectural & Engineering Design

(Based on Fee Percent & Construction Cost shown above)

\$ 453,600.00

Total Basic Services: \$ 453,600.00

Supplemental Services:

Programming - 120 hrs @ 150 PM rate

\$ 18,000.00

Less: Invoice to NPC for Programming

\$ (18,000.00)

Interior Design (Includes FF+E Services) - 120 hrs @ \$150 PM rate

\$ 18,000.00

Offsite Utility Coordination - 77 hrs @ \$150 PM rate

\$ 11,550.00

Topographic Survey

\$ 7,814.00

Civil Engineering

\$ 60,498.00

Landscape Architecture

\$ 17,500.00

Geotechnical Engineering (Direct Passthrough/ Direct Reimbursable with Owner)

\$ 8,200.00

Total Supplemental Services: \$ 123,562.00

Allowances:

Fire Flow Test

\$ 1,500.00

Drainage Analysis

\$ 20,000.00

Off-Site Utility Improvements

\$ 35,000.00

Curb and Gutter Design

\$ 3,500.00

Design Contingency

\$ 45,000.00

Design Site Trips (Est. 2 Trips @ \$5,140.55/ trip)

\$ 10,281.10

CA Site Trips (Est 16 Trips @ \$871.55/ trip)

\$ 13,944.80

Reimbursable Allowance

\$ 5,000.00

(Includes printings. Does not include permit fees.)

Total Allowances: \$ 134,225.90

Total Fee: \$ 711,387.90

RFQ 21A-0204 ARCHITECT SERVICES
FEES FOR BASIC SERVICES

The fee for an individual project shall be determined by both difficulty and the cost of the project.

Basic Services

Basic Architect Services shall include all necessary services to design and construct the project without any hidden or unknown cost. The services to be included as part of the contract as basic services shall include but not be limited to structural, mechanical, and electrical engineering services; fire protection; special systems; assistance with furniture fixtures and equipment; post-construction inspection; warranty; guarantee inspection; on-site civil engineering; landscaping and acoustical engineering. Services may be provided by your in-house staff or may be subcontracted.

Lump Sum Fee

This is a fixed fee based on a percentage of the cost of construction for the approved project for a defined scope of work. However, an estimated cost for construction may be used to initiate the Architect Services until the construction contract is completed.

Construction Cost

The cost of construction shall include the construction cost of the building, site improvements and all fixed and installed equipment. It shall not include furniture, fixtures and equipment (FF&E), testing, surveys, permits, land cost, studies, contingencies or architect and engineer fees.

Note: In accordance with the Arizona School District Procurement Rules, there shall be no mark-up for pass through and/or normally reimbursable items.

Project Types:

- **Group A – Higher than Average Complexity Projects:** New complex stand-alone facilities (e.g., special purpose building/classrooms, laboratory building/classrooms, libraries, auditoriums and/or food service facilities).
- **Group B – Average Complexity Projects:** Total facilities (e.g., new governing body facility, elementary schools, middle schools, high schools, or large additions to existing facilities).
- **Group C – Less than Average Complexity Projects:** New, less complex stand-alone facilities (e.g., warehouses, maintenance facilities, bus barns, offices, and storage facilities or any repetitive design use of a facility).
- **Group D – Repairs and Renovations:** Miscellaneous repairs and renovations, alterations to facilities, code corrective work or upgrades, system replacements, etc.

Construction Cost	Group A	Group B	Group C	Group D
\$0 to \$99,999.99	8.8% - 9.0%	7.9% - 8.8%	7.2% - 8.1%	8.9% - 9.8%
\$100,000 to \$399,999.99	7.8% - 8.5%	7.2% - 7.9%	6.6% - 7.2%	8.3% - 8.9%
\$400,000 to \$999,999.99	7.2% - 7.8%	6.7% - 7.2%	6.2% - 6.6%	7.8% - 8.3%
\$1,000,000 to \$4,999,999.99	6.3% - 7.2%	6.0% - 6.7%	5.7% - 6.2%	7.2% - 7.8%
\$5,000,000 to \$9,999,999.99	6.0% - 6.3%	5.5% - 6.0%	5.3% - 5.7%	6.8% - 7.2%
\$10,000,000 to \$14,999,999.99	5.5% - 6.0%	5.5% - 6.0%	5.0% - 5.3%	5.7% - 6.6%
\$15,000,000 to \$19,999,999.99	5.5% - 6.0%	5.5% - 6.0%	5.0% - 5.3%	5.7% - 6.6%
\$20,000,000 to \$29,999,999.99	5.5% - 6.0%	5.5% - 6.0%	4.3% - 5.0%	5.0% - 6.0%
\$30,000,000 and above	5.5% - 6.0%	5.5% - 5.65%	4.3% - 5.0%	5.0% - 6.0%

ARCHITECTURAL WORK-TOTAL
PERCENTAGE BREAKDOWN FEE

Description of Phase	Percentage of Fee Schedule
Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	35%
Bidding or Negotiations Phase	5%
Construction Administration Phase	25%

Indicate service NOT included in the above fee schedule for basic services.

1. Programing, LEED certification, historic, food service, multiple designs, revisions, existing condition documentation, as-builts documents, offsite civil, surveying, commissioning, special inspections, testing, review and permit fees, investigations, legal assistance and contingency.
2. Civil engineering and landscape architecture in addition to the immediate area adjacent to the building.
3. Multiple requested architectural and engineering options.
4. Fire protection, acoustics and special systems design in addition basic design criteria.
5. Furniture, fixture and equipment design in addition to placement layout.
6. Additional construction administration.
7. Schedule extensions.
8. Travel mileage, travel time and per diem expenses.
9. Reprographics, printing, postage and deliveries

Note: In the event of federal or state tax increases on architectural services, rates may be revised.

Indicate if your firm would be using the current State of Arizona Reimbursable Travel Rates, or if travel is included in your fee structure:

☒ X Using State of Arizona Reimbursable Travel Rates ☐ Travel Rates are included in the fee structure


Indicate if your firm would be using drive time hours or per miles rate, or if drive time is included in your fee structure:

☐ Included in the fee structure \$ 150.00 /per hour \$ /per miles

SUBMITTED BY:

Company Name: SPS+ Architects, LLP
Address: 8681 E. Via de Negocio
Scottsdale, AZ 85258

Phone: 480-991-0800
Fax: N/A

By:  Date: 3/31/21
Authorized Signature

Partner
Title

HOURLY RATES FOR ADDITIONAL SERVICES

ARCHITECTURAL STAFF

HOURLY RATE

Principal Architect	<u>\$195.00</u>
Project Manager	<u>\$150.00</u>
Auto CADD/Technical	<u>\$95.00</u>
Construction Administration -in office	<u>\$95.00</u>
Clerical/Support	<u>\$60.00</u>

STRUCTURAL ENGINEER STAFF

HOURLY RATE

Principal Project
Engineer
Draftsperson/CADD
Clerical

MECHANICAL ENGINEER STAFF

HOURLY RATE

Manager
Engineer Senior
Designer
Drafter
Clerical

ELECTRICAL ENGINEER STAFF

HOURLY RATE

Principal
Project Engineer
Designer
Cad Operator
Support Services

Authorized Signature: _____



Mark Davenport, Partner

CIVIL ENGINEER STAFF

HOURLY RATE

Principal Project

Engineer

Designer

Cad Operator

FOOD SERVICE STAFF

HOURLY RATE

Principal

Designer

Cad Operator

Office Manager/Clerical

LANDSCAPE ARCHITECT STAFF

HOURLY RATE

Principal

Landscape Designer


Draftsman

Office Manager/Clerical

On a separate sheet, please include any other hourly rates that may be provided as additional services.

[See attached SPS+ Architects LLP - Additional architect hourly rates sheet, March 16, 2021](#)

Authorized Signature: _____



Mark Davenport, Partner

End

Additional architect hourly rates

Mohave ESC - March 16, 2021



ROLE	RATE
Architect	\$160.00
Senior Designer	\$145.00
Job Captain/Designer	\$115.00
Construction Administrator - field	\$135.00

Request to Approve Proposals for Pavement Projects at NPC

Recommendation:

Staff recommends approval of proposals from Cactus Asphalt in the amount of \$145,416 for pavement sealing projects at Snowflake, Show Low, and Holbrook campuses.

Procurement Process and Budget Information:

Cactus Asphalt is on a **state contract**. Procurement went through 1GPA; the contract number is 22-15P-01. All three projects are being brought to the District Governing Board to adhere to item 3.4, Analyzing Cumulative Purchases addressed in NPC Procedure 2335 on Procurement.

Summary:

The recommended standard for pavement sealing is every five years. This project is preventative maintenance to keep the parking lots in good condition. Three out of the four campuses will be completed this fiscal year. Winslow will be addressed next fiscal year along with the constructions projects that are proposed for that location.

NPC Pavement Sealing
Proposal Amounts

Location	Price
Snowflake	\$ 49,196
Show Low	\$ 75,695
Holbrook	\$ 20,525
Total	\$ 145,416



To:	Northland Pioneer College	Contact:	Steve Bolinger
Address:	Show Low, AZ	Phone:	
		Fax:	
Project Name:	NPC Show Low	Bid Number:	
Project Location:	1001 W. Deuce Of Clubs, Show Low, AZ	Bid Date:	4/23/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
42	Hot Rubber Crack Seal Mobilization	1.00	EACH	\$300.00	\$300.00
43	Hot Rubber Crack Seal	2,000.00	LB	\$2.16	\$4,320.00
50	Asphalt Emulsion Sealer, Spray Applied, SealMaster PMM or Equivalent (PMM) Mobilization	1.00	EACH	\$500.00	\$500.00
51	Asphalt Emulsion Sealer, Spray Applied, SealMaster PMM or Equivalent (PMM) First Coat	212,461.00	SF	\$0.13	\$27,619.93
52	Asphalt Emulsion Sealer, Spray Applied, SealMaster PMM or Equivalent (PMM) Second Coat	212,461.00	SF	\$0.11	\$23,370.71
134	Mobilization - Acrylic Striping	1.00	EACH	\$450.00	\$450.00
136	Restripe: Acrylic 4" Wide	11,200.00	LF	\$0.53	\$5,936.00
154	Handicap Stencils	28.00	EACH	\$80.00	\$2,240.00
156	6' Arrows	10.00	EACH	\$150.00	\$1,500.00
161	6' Department Of Transportation Letters Or Numbers	24.00	EACH	\$40.00	\$960.00
241	Asphalt Cleaning/Prep	212,461.00	SF	\$0.04	\$8,498.44
				Total Bid Price:	\$75,695.08

Notes:

- **Pricing based off 1GPA Asphalt Products and Services 22-15P-01**
- **Quantity Discount Given on Select Unit Prices for Select Areas**
- Standard Terms and Conditions to follow.
- All work quoted above is scheduled on an "as available" basis unless otherwise stated. Cactus encourages customers to verify start dates as soon as possible and realize that schedule issues and or changes on your project may mean you will be moved back to our next available date behind other customers who have met their intended schedule. **Your project will not be formally scheduled without a binding letter of intent or a formal contract.** We apologize for any inconvenience, but we value our relationships with all customers.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices are valid for 14 days unless otherwise noted, PO or letter of intent to award required to lock pricing past 14 days. Final material pricing expires 3 months from quote date with PO or LOI.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- Unit prices above include all applicable State, County & City taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- **EXCLUSIONS (Unless Otherwise Specified):** Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, Construction Water, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscape Repairs, Weed Killer, Crack Routing, Crack-Sealing, Curb Line/Joint Sealing, Asphalt Patching, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.

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t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353



To:	Northland Pioneer College	Contact:	Steve Bolinger
Address:	Show Low, AZ	Phone:	
		Fax:	
Project Name:	NPC Show Low	Bid Number:	
Project Location:	1001 W. Deuce Of Clubs, Show Low, AZ	Bid Date:	4/23/2025

- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZROC 194430-A General Engineering
- As of February 2023 Cactus Asphalt, Southwest Slurry Seal and American Pavement Preservation of Nevada have merged under one banner to form one of the largest and premier pavement preservation groups in the Southwest. If you have received a bid or proposal from Cactus Asphalt, Southwest Slurry Seal and/or American Pavement Preservation of Nevada for the same project, please contact us immediately and deem the second and third proposal "non-responsive".
- The elimination of any existing drainage problem or reflective cracking is neither intended nor guaranteed when providing slurry and micro sealing services.
- Power steering marks are normal and should not be cause for undue concern on slurry and micro surfacing pavement treatments.

Terms and Conditions: Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Danny Egan
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Page 2 of 4

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TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.



To:	Northland Pioneer College	Contact:	Steve Bolinger
Address:	Show Low, AZ	Phone:	
		Fax:	
Project Name:	NPC Snowflake	Bid Number:	
Project Location:	1611 S. Main St, Snowflake, AZ	Bid Date:	4/23/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
42	Hot Rubber Crack Seal Mobilization	1.00	EACH	\$300.00	\$300.00
43	Hot Rubber Crack Seal	3,000.00	LB	\$2.16	\$6,480.00
50	Asphalt Emulsion Sealer, Spray Applied, SealMaster PMM or Equivalent (PMM) Mobilization	1.00	EACH	\$500.00	\$500.00
51	Asphalt Emulsion Sealer, Spray Applied, SealMaster PMM or Equivalent (PMM) First Coat	115,253.00	SF	\$0.13	\$14,982.89
52	Asphalt Emulsion Sealer, Spray Applied, SealMaster PMM or Equivalent (PMM) Second Coat	115,253.00	SF	\$0.11	\$12,677.83
134	Mobilization - Acrylic Striping	1.00	EACH	\$450.00	\$450.00
136	Restripe: Acrylic 4" Wide	5,824.00	LF	\$0.53	\$3,086.72
139	Restripe: Acrylic 12" Wide	52.00	LF	\$1.50	\$78.00
154	Handicap Stencils	10.00	EACH	\$80.00	\$800.00
156	6' Arrows	2.00	EACH	\$150.00	\$300.00
161	6' Department Of Transportation Letters Or Numbers	8.00	EACH	\$40.00	\$320.00
241	Asphalt Cleaning/Prep	115,253.00	SF	\$0.08	\$9,220.24
				Total Bid Price:	\$49,195.68

- Notes:**
- **Pricing based off 1GPA Asphalt Products and Services 22-15P-01**
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t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353



To:	Northland Pioneer College	Contact:	Steve Bolinger
Address:	Show Low, AZ	Phone:	
		Fax:	
Project Name:	NPC Snowflake	Bid Number:	
Project Location:	1611 S. Main St, Snowflake, AZ	Bid Date:	4/23/2025

- EXCLUSIONS (Unless Otherwise Specified): Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, Construction Water, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscape Repairs, Weed Killer, Crack Routing, Crack-Sealing, Curb Line/Joint Sealing, Asphalt Patching, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZROC 194430-A General Engineering
- As of February 2023 Cactus Asphalt, Southwest Slurry Seal and American Pavement Preservation of Nevada have merged under one banner to form one of the largest and premier pavement preservation groups in the Southwest. If you have received a bid or proposal from Cactus Asphalt, Southwest Slurry Seal and/or American Pavement Preservation of Nevada for the same project, please contact us immediately and deem the second and third proposal "non-responsive".
- The elimination of any existing drainage problem or reflective cracking is neither intended nor guaranteed when providing slurry and micro sealing services.
- Power steering marks are normal and should not be cause for undue concern on slurry and micro surfacing pavement treatments.

Terms and Conditions: Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Danny Egan
--	--

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TERMS AND CONDITIONS

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Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.



To:	Northland Pioneer College	Contact:	Steve Bolinger
Address:	Show Low, AZ	Phone:	
		Fax:	
Project Name:	NPC Holbrook	Bid Number:	
Project Location:	2251 Navajo Blvd., Holbrook, AZ	Bid Date:	4/23/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
42	Hot Rubber Crack Seal Mobilization	1.00	EACH	\$300.00	\$300.00
43	Hot Rubber Crack Seal	2,000.00	LB	\$2.16	\$4,320.00
50	Asphalt Emulsion Sealer, Spray Applied, SealMaster PMM or Equivalent (PMM) Mobilization	1.00	EACH	\$500.00	\$500.00
51	Asphalt Emulsion Sealer, Spray Applied, SealMaster PMM or Equivalent (PMM) First Coat	23,937.00	SF	\$0.13	\$3,111.81
52	Asphalt Emulsion Sealer, Spray Applied, SealMaster PMM or Equivalent (PMM) Second Coat	23,937.00	SF	\$0.11	\$2,633.07
134	Mobilization - Acrylic Striping	1.00	EACH	\$450.00	\$450.00
136	Restripe: Acrylic 4" Wide	1,200.00	LF	\$0.53	\$636.00
154	Handicap Stencils	2.00	EACH	\$80.00	\$160.00
241	Asphalt Cleaning/Prep	23,937.00	SF	\$0.18	\$4,308.66
Bid Price Subtotal:					\$16,419.54
1GPA Regional Adjustment - East Region- Gila, Navajo & Apache 25.00%:					\$4,104.89
Total Bid Price:					\$20,524.43

Notes:

- **Pricing based off 1GPA Asphalt Products and Services 22-15P-01**
- Standard Terms and Conditions to follow.
- All work quoted above is scheduled on an "as available" basis unless otherwise stated. Cactus encourages customers to verify start dates as soon as possible and realize that schedule issues and or changes on your project may mean you will be moved back to our next available date behind other customers who have met their intended schedule. **Your project will not be formally scheduled without a binding letter of intent or a formal contract.** We apologize for any inconvenience, but we value our relationships with all customers.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices are valid for 14 days unless otherwise noted, PO or letter of intent to award required to lock pricing past 14 days. Final material pricing expires 3 months from quote date with PO or LOI.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- Unit prices above include all applicable State, County & City taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- **EXCLUSIONS (Unless Otherwise Specified):** Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, Construction Water, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscape Repairs, Weed Killer, Crack Routing, Crack-Sealing, Curb Line/Joint Sealing, Asphalt Patching, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.

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Page 1 of 4

Paving • Seal Coating • Crack Sealing • Patching • Chip Sealing • Fabric Overlay • More

Contractors Licenses: AZ – 194430 • NV – 0040581 • NM – 022995 • UT – 944049-5501

t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353



To:	Northland Pioneer College	Contact:	Steve Bolinger
Address:	Show Low, AZ	Phone:	
		Fax:	
Project Name:	NPC Holbrook	Bid Number:	
Project Location:	2251 Navajo Blvd., Holbrook, AZ	Bid Date:	4/23/2025

- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZROC 194430-A General Engineering
- As of February 2023 Cactus Asphalt, Southwest Slurry Seal and American Pavement Preservation of Nevada have merged under one banner to form one of the largest and premier pavement preservation groups in the Southwest. If you have received a bid or proposal from Cactus Asphalt, Southwest Slurry Seal and/or American Pavement Preservation of Nevada for the same project, please contact us immediately and deem the second and third proposal "non-responsive".
- The elimination of any existing drainage problem or reflective cracking is neither intended nor guaranteed when providing slurry and micro sealing services.
- Power steering marks are normal and should not be cause for undue concern on slurry and micro surfacing pavement treatments.

Terms and Conditions: Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Danny Egan
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Page 2 of 4

Paving • Seal Coating • Crack Sealing • Patching • Chip Sealing • Fabric Overlay • More

Contractors Licenses: AZ – 194430 • NV – 0040581 • NM – 022995 • UT – 944049-5501

†623-907-2800 †623-907-2900 cactusasphalt.com 8211 W.Sherman St. Tolleson, AZ 85353

TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

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Request to Approve Proposal to Upgrade Communication Systems in Show Low

Recommendation:

Staff recommends approval of a proposal with SBi Business in the amount of \$55,678.30 to upgrade the communication systems in the Ponderosa Building in Show Low.

Procurement Process and Budget Information:

Procurement went through 1GPA. SBi Business is under state contract, contract #25-09PV-08.

Summary:

This project will move servers into a designated server room and vacate space currently assigned to the Nursing Program.

CELLULAR**ONE**



sunstate
TECHNOLOGY GROUP

SBi SMITH BAGLEY INC. BUSINESS

Prepared by:

SBi Business

[Randy Mifflin](#)

1500 South White Mtn Rd.
Suite 103
Show Low, AZ 85901

rmifflin@sbibusiness.com

Quote #: RM007510

Version: 1

Delivery Date: 05/09/2025

Expiration Date: 05/30/2025

Prepared for:

Northland Pioneer College

White Mountain Campus, 1001 E. Deuce of Clubs
Show Low, AZ 85901
Kenneth Coggin

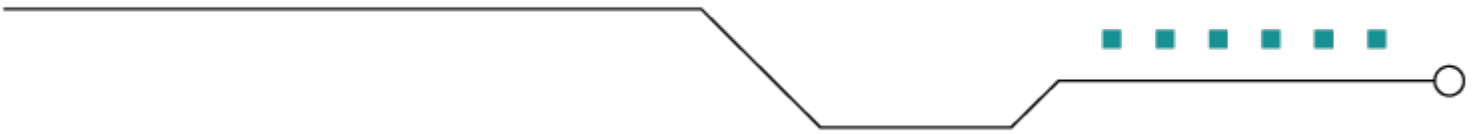
Kenneth.Coggin@npc.edu

Smith Bagley Inc.

Db a Cellular One of Northeast Arizona
Db a Sunstate Technology Group

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Statement of Work

Structured Cabling, Access Point, Camera, and Smart Board Installation

Client: Northern Pioneer College

Provider: Sunstate Technology Group

Scope of Work

Sunstate Technology Group will provide and install all necessary infrastructure to support network connectivity for Northern Pioneer College. The project includes structured cabling, installation of wireless access points, surveillance cameras, smart boards, and associated hardware.

Cabling Installation

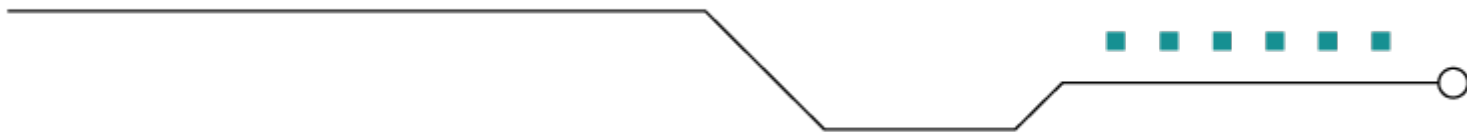
- **Total Cable Runs:** 127 CAT 6A plenum cable runs
 - **Dual Drops:** 54 locations with dual CAT 6A drops (108 total cable runs)
 - **Single Drops:** 19 additional locations with single CAT 6A drops (19 total cable runs)
- **Components Included per Cable Run:**
 - CAT 6A Plenum-Rated Cable
 - Jack Insert
 - Face Plate
 - Patch Panel Termination
 - Cable Certification

Device Support and Connectivity

- **Wireless Access Points:** Installation and cabling for 6 access points
- **Surveillance Cameras:** Installation and cabling for 10 IP cameras
- **Smart Boards:** Installation and cabling for 3 smart boards

Rack and Connectivity Hardware

- **Wall-Mount Rack:** Provide and install new wall-mounted rack for housing switches, patch panels, and UPS system



- **Patch Cabling:** Provide 127 CAT 6A patch cables for switch-to-patch panel connections

Deliverables

- All cable runs terminated, tested, and certified to CAT 6A performance standards
- Fully installed and mounted access points, cameras, and smart boards
- Labeling of all cables and ports for ease of identification and maintenance
- Final documentation package including test results and cable maps

Exclusions

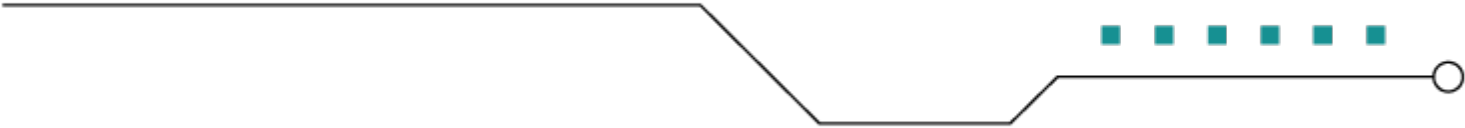
- Network switch hardware and UPS equipment (unless otherwise noted)
- Configuration of network equipment
- Electrical power installation or modification
- Drywall repair or painting if access holes are required

Assumptions

- All installation areas are accessible during normal working hours
- Adequate power is available for installed equipment
- All work will be coordinated with the client's designated point of contact

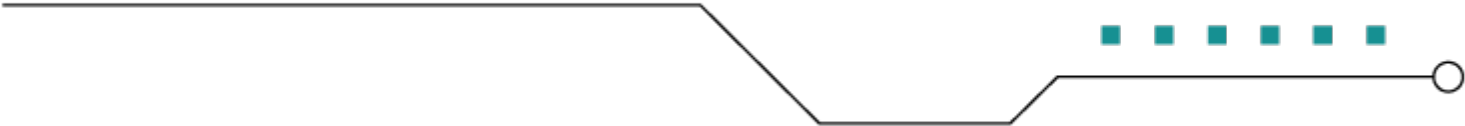
Schedule

Work will commence upon acceptance of this Statement of Work and completion is estimated within a mutually agreed timeline based on site readiness and availability.



Hardware Purchase	Price	Qty	Ext. Price
CAT 6A plenum cable run CAT 6A plenum cable run includes: Cable, Jack insert, Face plate, Patch panel, termination, and Certification.	\$384.25	127	\$48,799.75
CAT 6A patch cable CAT 6A patch cable	\$9.64	127	\$1,224.28
Rack for Equipment Wall racks for equipment	\$2,032.90	1	\$2,032.90
Subtotal:			\$52,056.93

Labor/Setup	Price	Qty	Ext. Price
One Time Install One Time Install	\$150.00	23	\$3,450.00
Subtotal:			\$3,450.00



QUOTE/OFFER



Prepared by:
Show Low Office
Randy Mifflin
(888) 368-2024
rmifflin@sbibusiness.com

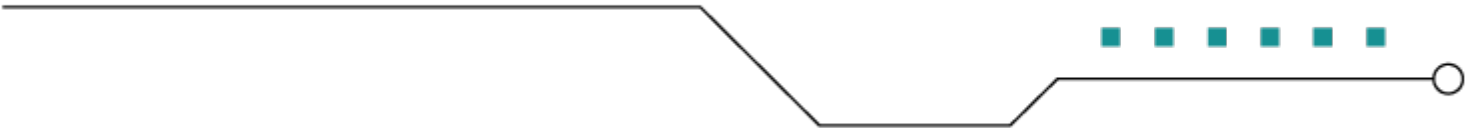
Prepared for:
Northland Pioneer College
White Mountain Campus, 1001 E. Deuce of Clubs
Show Low, AZ 85901
Kenneth Coggin

Kenneth.Coggin@npc.edu

Quote Information:
Quote #: RM007510
Version: 1
Delivery Date: 05/09/2025
Expiration Date: 05/30/2025

Quote Summary

One-Time Charge Description	Amount
Hardware Purchase	\$52,056.93
Labor/Setup	\$3,450.00
Subtotal:	\$55,506.93
Estimated Tax:	\$171.37
Total:	\$55,678.30



TERMS AND CONDITIONS

- 1. The Quote Offer, together with the Additional Terms and Conditions to the Quote Offer located at <https://sunstatetech.com/add-terms-conditions/> constitute the agreement (the “Agreement”) between you and Smith Bagley, Inc. (SBI) and sets forth, among other things, your rights and ours concerning payments, changes, starting and ending services, termination fees, limitation of liability, resolution of disputes and other important topics.
- 2. By signing this Quote Offer, you understand and acknowledge that you are agreeing to the pricing, the term and services stated above in this Quote Offer and to the Additional Terms and Conditions to the Quote Offer. You further understand and agree that upon mutual execution of this Quote Offer it becomes part of your Agreement with SBI and you are legally bound by its terms and the Additional Terms and Conditions to the Quote Offer.
- 3. Pricing listed in this Quote Offer is valid for 30 days beginning on the date signed by SBI and will be the pricing if signed by Client stated above within the 30-day period. Proposed pricing and services stated herein are subject to change after the 30-day period and is contingent upon availability and pricing at the time.
- 4. In some cases, SBI may be working with a third-party to provide requested services which may result in deviations to service level standards set forth in the Agreement.
- 5. The Term Start Date of the Agreement will be 120 days following mutual execution of the Quote Offer; or the completion of all testing and the date stated in the Close Out Document, whichever is sooner. The Term Start Date may be modified by mutual agreement of Client and SBI if in writing and signed by Client and SBI.

All Outstanding balances 30+ days past due, must be brought current, prior to adding New Services, purchasing New Equipment or Renewing Accounts.

Show Low Office

Northland Pioneer College

Signature: _____
Name: Randy Mifflin
Title: Senior Business Consultant
Date: 5/9/2025 10:07:43 AM

Signature: _____
Name: Kenneth Coggin
Date: _____



Request to Approve Purchase of Multi-Year EBSCO Package

Recommendation:

Staff recommends approval to purchase the multi-year EBSCO Academic Search Complete, CINAHL Complete, ERIC, and Associates Programs Source Plus services for the NPC Library for \$81,539.00.

Procurement Process and Budget Information:

The NPC Library has subscribed to EBSCO databases for many years. Due to the wide range of subjects and resources provided to students, the NPC Library has chosen to continue a subscription with EBSCO as one of our database providers for the term of a three-year agreement encompassing FY26, FY27 and FY28. This is an annual, budgeted expense.

	Year 1 FY26	Year 2 FY27	Year 3 FY28	Order Total
Associate Programs Source Plus	\$2,790.00	\$2,874.00	\$2,960.00	\$8,624.00
ERIC	\$0.00	\$0.00	\$0.00	\$0.00
Academic Search/ CINAHL Package	\$23,590.00	\$24,297.00	\$25,028.00	\$72,915.00
Totals by year	\$26,380.00	\$27,171.00	\$27,988.00	\$81,539.00

Summary:

Accreditation Boards require quality library resources. For example, the Nursing program at NPC is accredited by the Accreditation Commission for Education in Nursing (ACEN) and they require that the “governing organization/nursing program is ultimately responsible for all aspects of its nursing program, including but not limited to. . . Quality of resources and services (e.g., library/information, technical support, student support, IT infrastructure, etc.); Student and faculty access to resources and services (e.g., library/information, technical support, student support, IT infrastructure, etc.). . .”

Academic Search Complete, designed specifically for academic institutions, is the world's most comprehensive scholarly, multi-disciplinary, full-text database, with nearly 6,000 active full-text periodicals, including peer-reviewed journals, reports and other publications. It covers a wide range of subjects, including the sciences, social sciences, humanities, and more. The database features PDF content dating back to 1865, allowing students and other researchers to access older scholarly works. It also provides resources and tools for information literacy training, supporting users in effectively navigating and using the database.

CINAHL (Cumulative Index to Nursing and Allied Health Literature) is a comprehensive database primarily used by nurses, allied health professionals, and researchers to access and analyze literature related to nursing, biomedicine, health sciences, and 17 allied health disciplines, including nursing research and practice.

ERIC (Educational Resources Information Center) provides access to a vast database of abstracts and full-text documents related to education, sponsored by the U.S. Department of Education. Teachers can use ERIC to find articles, reports, and other materials to enhance their professional development and improve their teaching practices.

Associates Programs Source Plus is a database designed specifically for the research needs of two-year college students. Providing thousands of full-text journals, plus country reports and market research reports, it covers subjects such as biotechnology, graphic arts, criminal justice and veterinary assisting.

Over the previous three years, these databases had a combined usage of over 43,000 searches by Northland Pioneer College students and faculty.

The NPC Library requests approval for the purchase of EBSCO Academic Search Complete, CINAHL Complete, ERIC, and Associates Programs Source Plus. These databases are not only essential for our current programs, but they also support NPC's recently launched four-year degree programs by providing robust scholarly content across upper-division subject areas. The goal is to provide students with some of the best databases on the market.



10 Estes Street
P.O. Box 682
Ipswich, MA 01938
USA
www.ebsco.com

(978) 356-6500
(800) 653-2726
Fax: (978) 356-5640
information@epnet.com

Product Order Form

CustID:	s8434783
OrderID:	WSR947409
Date:	04/15/2025

Page 1 of 1

Purchasing Customer

NORTHLAND PIONEER COLLEGE
2251 E. NAVAJO BLVD
HOLBROOK, AZ, 86025
USA

Billing Address

NORTHLAND PIONEER COLLEGE
PO BOX 610
HOLBROOK, AZ, 86025-2049
USA

Contact:

Luann Crosby
928-536-6222
luann.crosby@npc.edu

Your invoice will be sent to:

Luann Crosby
luann.crosby@npc.edu

Product Name	Begin Date	Expire Date	Term In Months	Price
Associates Programs Source Plus	07/01/2025	06/30/2028	36	\$8,624.00
			Year 1	\$2,790.00
			Year 2	\$2,874.00
			Year 3	\$2,960.00
ERIC	07/01/2025	06/30/2028	36	Comp
			Year 1	\$0.00
			Year 2	\$0.00
			Year 3	\$0.00
2025 EBSCO Package				\$72,915.00
Academic Search Complete	07/01/2025	06/30/2028	36	
CINAHL Complete	07/01/2025	06/30/2028	36	
			Package Year 1	\$23,590.00
			Package Year 2	\$24,297.00
			Package Year 3	\$25,028.00

Year 1 Total	Year 2 Total	Year 3 Total
\$26,380.00	\$27,171.00	\$27,988.00

Total: \$81,539.00

The above excludes all applicable tax

Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

Terms and Conditions

Customer agrees to terms and conditions of the appropriate license agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement. We do not knowingly collect personal information from a child under the age of 13. Consistent with COPPA, the Customer is responsible for obtaining all required consents and authorizations for anyone under the age of 13 to use our Products and collect personal information.

Order Comments:

Please send invoice to luann.crosby@npc.edu, npc.ref@npc.edu and accountspayable@npc.edu

Authorized Signature: _____

Date: _____

Print Name: _____

Title: _____

Please sign, scan and email this form to: MICHAEL LAURANZANO at mlauranzano@ebsco.com

Thank you for your business!

May 20, 2025

Navajo County Community College District Governing Board

Packet Page 214

If unable to scan, please fax to: 978 356-5640